



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 41] नई दिल्ली, अक्टूबर 6—अक्टूबर 12, 2019, शनिवार/आश्विन 14—आश्विन 20, 1941
No. 41] NEW DELHI, OCTOBER 6—OCTOBER 12, 2019, SATURDAY/ASVINA 14—ASVINA 20, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 23 सितम्बर, 2019

का.आ. 1802.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, मस्कट में श्री साहिल आहुजा, सहायक अनुभाग अधिकारी को दिनांक 23 सितम्बर 2019 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2016]

विनेश कुमार कालडा, अवर सचिव (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 23rd September, 2019

S.O. 1802.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri SAHIL AHUJA, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Muscat to perform the Consular services with effect from 23 September, 2019.

[No.T-4330/01/2016]

VINESH KUMAR KALRA, Under Secy. (Consular)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 9 अक्टूबर, 2019

का. आ. 1803.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अपराधों को भी दिल्ली विशेष पुलिस स्थापना के सदस्यों द्वारा अन्वेषण करने के लिए विनिर्दिष्ट करती हैः-

- (क) कर्नाटक निवेशकों के हितों का संरक्षण वित्तीय स्थापना अधिनियम, 2004 (2005 के कर्नाटक अधिनियम सं. 30)।
- (ख) उपर्युक्त अपराधों के संबंध में या इनसे जुड़े प्रयासों, दुष्प्रेरणाओं और घड़यंत्रों तथा उन्हीं तथ्यों से उत्पन्न उसी संव्यवहार में किए गए अथवा किसी अन्य अपराध या अपराधों हेतु।

[फा. सं. 228/23/2019-एवीडी-II]

एस.पी.आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 9th October, 2019

S.O. 1803.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences which are also to be investigated by members of the Delhi Special Police Establishment, namely :-

- (a) Karnataka Protection of Interests of Depositors in Financial Establishments Act, 2004 (Karnataka Act No.30 of 2005);
- (b) Attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/23/2019 –AVD-II]

S. P. R. TRIPATHI, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 5 अप्रैल, 2019

का.आ. 1804.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा

(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन "डॉ. राम मनोहर लोहिया अवधि विश्वविद्यालय, फैजाबाद" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

"डॉक्टर ऑफ मेडिसिन (बॉयोकेमिस्ट्री)"

(3)

एमडी (बॉयोकेमिस्ट्री)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह हिंद इंस्टीट्यूट ऑफ मेडिकल साइंस, बाराबंकी में 2017 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में डॉ. राम मनोहर लोहिया अवधि विश्वविद्यालय, फैजाबाद द्वारा प्रदत्त होगी।)

नोट: 1. ऐसी दी गई मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/44/2019-एमई-I/एफटीएस नं. 3200464]

पी. के. बंदोपाध्याय, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 5th April, 2019

S.O. 1804.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "Dr. Ram Manohar Lohia Avadh University, Faizabad", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (Biochemistry)”

MD (Biochemistry)

(This shall be a recognized medical qualification when granted by Dr. Ram Manohar Lohia Avadh University, Faizabad in respect of students being trained at Hind Institute of Medical Sciences, Barabanki, on or after 2017).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/44/2019-ME-I/FTS No. 3200464]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अप्रैल, 2019

का.आ. 1805.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है अर्थात् :-

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन “डॉ. राम मनोहर लोहिया अवधि विश्वविद्यालय, फैजाबाद” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

“डॉक्टर ऑफ मेडिसिन(कम्युनिटी मेडिसिन)”

एमडी (कम्युनिटी मेडिसिन)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह हिंद इंस्टीट्यूट ऑफ मेडिकल साइंस, बाराबंकी में 2016 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में डॉ. राम मनोहर लोहिया अवधि विश्वविद्यालय, फैजाबाद द्वारा प्रदत्त होगी।)

नोट: 1. ऐसी दी गई मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/168/2019-एमई-I/एफटीएस नं. 3206932]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd April, 2019

S.O. 1805.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule :-

I) against “Dr. Ram Manohar Lohia Avadh University, Faizabad”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Doctor of Medicine (Community Medicine)”

MD (Community Medicine)

(This shall be a recognized medical qualification when granted by Dr. Ram Manohar Lohia Avadh University, Faizabad in respect of students being trained at Hind Institute of Medical Sciences, Barabanki, on or after 2016).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/168/2019-ME-I/FTS No. 3206932]

P.K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अप्रैल, 2019

का.आ. 1806.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:

उक्त प्रथम अनुसूची में

I) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

“डॉक्टर ऑफ मेडिसिन (माइक्रोबॉयलोजी)”

एमडी (माइक्रोबॉयलोजी)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह झालावाड़ मेडिकल कॉलेज, झालावाड़ में प्रशिक्षित किए जा रहे छात्रों के संबंध में 2017 को या बाद में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त होगी।)

“डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)”

एमडी (जनरल मेडिसिन)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह झालावाड़ मेडिकल कॉलेज, झालावाड़ में प्रशिक्षित किए जा रहे छात्रों के संबंध में

2018 को या बाद में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त होगी।)

“मास्टर ऑफ सर्जरी (आव्स्टेट्रिक्स एंड एमएस (ओबीजी) गायनेकॉलोजी”

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह झालावाड़ मेडिकल कॉलेज, झालावाड़ में प्रशिक्षित किए जा रहे छात्रों के संबंध में 2018 को या बाद में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त होगी।)

“डॉक्टर ऑफ मेडिसिन (पिडियाट्रिक्स)”

एमडी (पिडियाट्रिक्स)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह झालावाड़ मेडिकल कॉलेज, झालावाड़ में प्रशिक्षित किए जा रहे छात्रों के संबंध में 2018 को या बाद में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/121/2019-एमई-1/एफटीएस नं. 3206178]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd April, 2019

S.O. 1806.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule :-

I) against “Rajasthan University of Health Sciences, Jaipur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2) (3)

“Doctor of Medicine (Microbiology)”

MD (Microbiology)

(This shall be a recognized medical qualification when granted by Rajasthan University of Health Sciences, Jaipur in respect of students being trained at Jhalawar Medical College, Jhalawar on or after 2017).

“Doctor of Medicine (General Medicine)”

MD (General Medicine)

(This shall be a recognized medical qualification when granted by Rajasthan University of Health Sciences, Jaipur in respect of students being trained at Jhalawar Medical College, Jhalawar on or after 2018).

“Master of Surgery (Obstetrics & Gynaecology)”

MS (OBG)

(This shall be a recognized medical qualification when granted by Rajasthan University of Health Sciences, Jaipur in respect of students being trained at Jhalawar Medical College, Jhalawar on or after 2018).

“Doctor of Medicine (Paediatrics)”

MD (Paediatrics)

(This shall be a recognized medical qualification when granted by Rajasthan University of Health Sciences, Jaipur in respect of students being trained at Jhalawar Medical College, Jhalawar on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/121/2019-ME-I/FTS No. 3206178]

P.K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 9 मई, 2019

का. आ. 1807.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन, ‘केरल यूनिवर्सिटी ऑफ हैल्थ साईसेज, श्रिसुर’ के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा अर्थात्:-

(2)

“बैचलर ऑफ मेडिसिन एंड बेचलर ऑफ सर्जरी”

(3)

एमबीबीएस

(यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह माउंट ज़ियोन मेडिकल कॉलेज पाथानमथिट्रू में 100 एमबीबीएस छात्रों के वार्षिक प्रवेश के साथ प्रशिक्षित किए जा रहे छात्रों के संबंध में फरवरी, 2019 को या बाद में केरल यूनिवर्सिटी ऑफ हैल्थ साईसेज, त्रिशूर द्वारा प्रदत्त होगी।)

नोट:

1. एमबीबीएस डिग्री प्रदान करने हेतु स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[सं. यू-12012/192/2019-एमई-1/एफटीएस नं. 8006678]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 9th May, 2019

S.O. 1807.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act:

In the said First Schedule after “**Kerala University of Health Sciences, Thrissur**” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

Bachelor of Medicine and
Bachelor of Surgery

M.B.B.S.

This shall be a recognized medical qualification when granted by **Kerala University of Health Sciences, Thrissur** in respect of students being trained at **Mount Zion Medical College, Pathanamthitta** with annual intake of 100 MBBS students on or after **February, 2019**.

Note: 1. The recognition so granted to an undergraduate courses for award of MBBS degree shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.

3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned undergraduate Course.

[No. U-12012/192/2019-ME-I /FTS No. 8006678]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 9 मई, 2019

का.आ. 1808.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “डॉ. बी आर अम्बेडकर विश्वविद्यालय, आगरा” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

बैचलर ऑफ मेडिसिन एण्ड बैचलर ऑफ सर्जरी

एम.बी.बी.एस.

(यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह एफ.एच. मेडिकल कॉलेज, आगरा में 150 एमबीबीएस छात्रों के वार्षिक प्रवेश के साथ प्रशिक्षित किए जा रहे छात्रों के संबंध में फरवरी, 2019 को या बाद में डॉ. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा द्वारा प्रदत्त होगी)।

नोट: 1. एमबीबीएस डिग्री प्रदान करने हेतु स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[सं. यू-12012/181/2019-एमई-I/एफटीएस-8006310]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 9th May, 2019

S.O. 1808.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act:

In the said First Schedule after “**Dr. B R Ambedkar University, Agra**” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

Bachelor of Medicine and
Bachelor of Surgery

M.B.B.S.

This shall be a recognized medical qualification when granted by **Dr. B R Ambedkar University, Agra** in respect of students being trained at **F.H. Medical College, Agra** with annual intake of 150 MBBS students on or after **February, 2019**.

Note: 1. The recognition so granted to an undergraduate courses for award of MBBS degree shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.

3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned undergraduate Course.

[No. U-12012/181/2019-ME-I/ FTS No. 8006310]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 27 मई, 2019

का.आ. 1809.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन “पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

वैचुलर ऑफ मेडिसिन और वैचलर ऑफ सर्जरी

(3)

एम.बी.बी.एस.

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह पैसिफिक मेडिकल कॉलेज एंड हॉस्पिटल, उदयपुर में 150 एमबीबीएस छात्रों के प्रवेश के साथ प्रशिक्षित किए जा रहे छात्रों के संबंध में

जनवरी, 2019 को या बाद में पैसिफिक मेडिकल यूनिवर्सिटी,
उदयपुर द्वारा प्रदत्त होगी।

- नोट:** 1. एमबीबीएस डिग्री प्रदान करने हेतु स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[सं. यू-12012/212/2019-एमई-I/एफटीएस नं. 8008181]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 27th May, 2019

S.O. 1809.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act:

In the said First Schedule after “**Pacific Medical University, Udaipur**” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

Bachelor of Medicine and

M.B.B.S.

Bachelor of Surgery

(This shall be a recognized medical qualification when granted by **Pacific Medical University, Udaipur** in respect of students being trained at Pacific Medical College & Hospital, Udaipur with annual intake of 150 MBBS students on or after January, 2019.)

Note: 1. The recognition so granted to an undergraduate courses for award of MBBS degree shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.

3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned undergraduate Course.

[No .U-12012/212/2019-ME-I /FTS No. 8008181]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 27 मई, 2019

का.आ. 1810.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन “डॉ. एनटीआर यूनिवर्सिटी ऑफ हैल्थ साइंसेज, विजयवाड़ा” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए

संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा। अर्थात्:-

(2)	(3)
बैचलर ऑफ मेडिसिन और बैचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह विश्वभारती मेडिकल कॉलेज, कुर्नुल में 150 एमबीबीएस छात्रों के वार्षिक प्रवेश के साथ प्रशिक्षित किए जा रहे छात्रों के संबंध में फरवरी, 2019 को या बाद में डॉ. एनटीआर यूनिवर्सिटी ऑफ हैल्थ साइंसेज, विजयवाड़ा द्वारा प्रदत्त होगी)।

- नोट:** 1. एमबीबीएस डिग्री प्रदान करने हेतु स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित अधोस्नातक कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/213/2019-एमई-I/एफटीएस नं. 8008169]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 27th May, 2019

S.O. 1810.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act:

In the said First Schedule after "Dr. NTR University of Health Sciences, Vijayawada" and under the heading 'Recognized Medical Qualification' [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and	M.B.B.S.
Bachelor of Surgery	This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Vishwabharathi Medical College, Kurnool with annual intake of 150 MBBS students on or after February, 2019.

- Note:** 1. The recognition so granted to an undergraduate courses for award of MBBS degree shall be for a maximum period of 5 years, upon which it shall have to be renewed.
 2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
 3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned undergraduate Course.

[No. U-12012/213/2019-ME-I/FTS No. 8008169]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1811.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में-

क) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] "केएनआर स्वास्थ्य विज्ञान विश्वविद्यालय, वारंगल, तेलंगाना" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

'डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)"

एमडी(जनरल मेडिसिन)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह भास्कर मेडिकल कॉलेज, येन्कापल्ली में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केएनआर स्वास्थ्य विज्ञान विश्वविद्यालय, वारंगल, तेलंगाना द्वारा प्रदत्त होगी।)

'मास्टर ऑफ सर्जरी (इएनटी)"

एमएस(इएनटी)

(यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह भास्कर मेडिकल कॉलेज, येन्कापल्ली में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केएनआर स्वास्थ्य विज्ञान विश्वविद्यालय, वारंगल, तेलंगाना द्वारा प्रदत्त होगी।)

ख) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है]] "एचएनबी गढ़वाल विश्वविद्यालय, उत्तराखण्ड" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

"डॉक्टर ऑफ मेडिसिन (साइकियाट्री)"

एमडी(साइकियाट्री)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री गुरु राम राय इंस्टीचूट ऑफ मेडिकल एंड हैल्थ सांइसिस, श्री महंत इंद्रेश हॉस्पिटल, देहरादून में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में एचएनबी गढ़वाल विश्वविद्यालय, उत्तराखण्ड द्वारा प्रदत्त होगी।)

ग) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "पांडिचेरी विश्वविद्यालय, पुदुचेरी" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

"मास्टर ऑफ सर्जरी (जनरल सर्जरी)"

एमएस (जनरल सर्जरी)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता

होगी जब यह श्री मनकुला विनयगार मेडिकल एंड अस्पताल, पांडिचेरी में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पांडिचेरी विश्वविद्यालय, पुद्दुचेरी द्वारा प्रदत्त होगी।)

घ) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “केएसकेवी कच्छ विश्वविद्यालय, भुज” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा। अर्थात्:-

“डॉक्टर ऑफ मेडिसिन(पेथॉलॉजी)”

एमडी (पेथॉलॉजी)

(यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह गुजरात अडानी इंस्टीट्यूट ऑफ मेडिकल सांइंसिस, भुज में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केएसकेवी कच्छ विश्वविद्यालय, भुज द्वारा प्रदत्त होगी।)

- नोट:** क. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसके नवीकरण के लिए आवेदन देना होगा।
 ख. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/367/2019-एमई-I/एफटीएस नं.8020809]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 19th August, 2019

S.O. 1811.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule -

a) against “KNR University of Health Sciences, Warangal, Telangana”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (General Medicine)”

MD (General Medicine)

(This shall be a recognized medical qualification when granted by KNR University of Health Sciences, Warangal, Telangana in respect of students being trained at Bhaskar Medical College, Yenkapally on or after 2019).

“Master of Surgery (Otorhinolaryngology)”

MS (ENT)

(This shall be a recognized medical qualification when granted by KNR University of Health Sciences, Warangal, Telangana in respect of students being trained at Bhaskar Medical College, Yenkapally on or after 2019).

(b) against “H.N.B. Garhwal University, Uttarakhand”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (Psychiatry)”

MD (Psychiatry)

(This shall be a recognized medical qualification when granted by H.N.B. Garhwal University, Uttarakhand in respect of students being trained at Shri Guru Ram Rai Institute of Medical & Health Sciences, Shri Mahant Indresh Hospital, Dehradun on or after 2019).

c) against “Pondicherry University, Puducherry”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Master of Surgery (General Surgery)”

MS (General Surgery)

(This shall be a recognized medical qualification when granted by Pondicherry University, Puducherry in respect of students being trained at Sri Manakula Vinayagar Medical College & Hospital, Pondicherry on or after 2019).

d) against “KSKV Kachchh University, Bhuj”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (Pathology)”

MD (Pathology)

(This shall be a recognized medical qualification when granted by KSKV Kachchh University, Bhuj in respect of students being trained at Gujarat Adani Institute of Medical Sciences, Bhuj on or after 2019)

Note: a. The recognition so granted shall be for a maximum period of 5 years from the date of Notification upon which the Institute shall have to apply for renewal of recognition.

b. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the Postgraduate Course.

[No. U-12012/367/2019-ME-I/FTS No. 8020809]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1812.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:—

उत्क प्रथम अनुसूची में—

(क) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “पंजाब विश्वविद्यालय, चंडीगढ़” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा। अर्थात्—

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (पेडियाट्रिक्स)"	एमडी (पेडियाट्रिक्स) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नर्मेंट मेडिकल कॉलेज, चंडीगढ़ में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पंजाब विश्वविद्यालय, चंडीगढ़ द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (रेडियो डॉयग्नोसिस / रेडियॉलोजी)"	एमडी (रेडियो डॉयग्नोसिस / रेडियॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नर्मेंट मेडिकल कॉलेज, चंडीगढ़ में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पंजाब विश्वविद्यालय, चंडीगढ़ द्वारा प्रदत्त होगी।)
'डॉक्टर ऑफ मेडिसिन (बायो-केमिस्ट्री)"	एमडी(बायो-केमिस्ट्री) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नर्मेंट मेडिकल कॉलेज, चंडीगढ़ में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पंजाब विश्वविद्यालय, चंडीगढ़ द्वारा प्रदत्त होगी।)
(ख) "मान्यता प्राप्त आयुर्विज्ञान अर्हता" शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "केएसकेवी कच्छ विश्वविद्यालय, भुज" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—	
(2)	(3)
"डॉक्टर ऑफ मेडिसिन (डर्माटॉलोजी, वेनरेयोलॉजी एंड लेपरसी)"	एमडी(डीवीएल) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गुजरात अडानी इंस्टीट्यूट ऑफ मेडिकल सांइसिस, भुज में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केएसकेवी कच्छ विश्वविद्यालय, भुज द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन(ट्युबरक्युलोसिस एंड रेस्पीरटरी डिसिस/प्लमोनरी मेडिसिन)"	एमडी(ट्युबरक्युलोसिस एंड रेस्पीरटरी डिसिस/प्लमोनरी मेडिसिन (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नर्मेंट मेडिकल कॉलेज, चंडीगढ़ में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पंजाब विश्वविद्यालय, चंडीगढ़ द्वारा प्रदत्त होगी।)

(ग) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “पांडिचेरी विश्वविद्यालय, पुदुचेरी” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा। अर्थात्—

(2)	(3)
"मास्टर ऑफ सर्जरी (ओटोरहिनोलैरिंगोलॉजी)"	एमएस(इएनटी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री वेक्टेश्वर मेडिकल कॉलेज, अस्पताल एंड रिसर्च सेंटर, पांडिचेरी में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पांडिचेरी विश्वविद्यालय, पुद्दुचेरी द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (साइकियाट्री)"	एमडी (साइकियाट्री) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री वेक्टेश्वर मेडिकल कॉलेज, अस्पताल एंड रिसर्च सेंटर, पांडिचेरी में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में पांडिचेरी विश्वविद्यालय, पुद्दुचेरी द्वारा प्रदत्त होगी।)
(घ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "इंदिरा गांधी इंस्टीट्यूट ऑफ मेडिकल सांइसिस (डीम्ड विश्वविद्यालय), पटना" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-	
(2)	(3)
"डॉक्टर ऑफ मेडिसिन (फार्माकॉलॉजी)"	एमडी(फार्माकॉलॉजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह इंदिरा गांधी इंस्टीट्यूट ऑफ मेडिकल सांइसिस, शेखपुरा, पटना में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में इंदिरा गांधी इंस्टीट्यूट ऑफ मेडिकल सांइसिस (डीम्ड विश्वविद्यालय), पटना द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (फारेंसिक मेडिसिन)"	एमडी(फारेंसिक मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह इंदिरा गांधी इंस्टीट्यूट ऑफ मेडिकल सांइसिस, शेखपुरा, पटना में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में इंदिरा गांधी इंस्टीट्यूट ऑफ मेडिकल सांइसिस (डीम्ड विश्वविद्यालय), पटना द्वारा प्रदत्त होगी।)

- नोट:**
- क. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसके नवीकरण के लिए आवेदन देना होगा।
 - ख. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/375/2019-एमई-I/एफटीएस नं. 8021899]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd August, 2019

S.O. 1812.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule -

(a) against “Punjab University, Chandigarh”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Doctor of Medicine (Paediatrics)”

MD (Paediatrics)

(This shall be a recognized medical qualification when granted by Punjab University, Chandigarh in respect of students being trained at Government Medical College, Chandigarh on or after 2019).

“Doctor of Medicine (Radio Diagnosis/ Radiology)”

MD (Radio Diagnosis/ Radiology)

(This shall be a recognized medical qualification when granted by Punjab University, Chandigarh in respect of students being trained at Government Medical College, Chandigarh on or after 2019).

“Doctor of Medicine (Bio-Chemistry)”

MD (Bio-Chemistry)

(This shall be a recognized medical qualification when granted by Punjab University, Chandigarh in respect of students being trained at Government Medical College, Chandigarh on or after 2019).

(b) against “KSKV Kachchh University, Bhuj”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Doctor of Medicine (Dermatology, Venereology & Leprosy)”

MD (DVL)

(This shall be a recognized medical qualification when granted by KSKV Kachchh University, Bhuj in respect of students being trained at Gujarat Adani Institute of Medical Sciences, Bhuj on or after 2019).

“Doctor of Medicine (Tuberculosis & Respiratory Diseases/ Pulmonary Medicine)”

MD (Tuberculosis & Respiratory Diseases/ Pulmonary Medicine)

(This shall be a recognized medical qualification when granted by KSKV Kachchh University, Bhuj in respect of students being trained at Gujarat Adani Institute of Medical Sciences, Bhuj on or after 2019).

(c) against “Pondicherry University, Puducherry”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Master of Surgery (Otorhinolaryngology)”

MS (ENT)

(This shall be a recognized medical qualification when granted by Pondicherry University, Puducherry in respect of students being trained at Sri Venkateswaraa Medical College, Hospital & Research Centre, Pondicherry on or after 2019).

“Doctor of Medicine (Psychiatry)”

MD (Psychiatry)

(This shall be a recognized medical qualification when granted by Pondicherry University, Puducherry in respect of students being trained at Sri Venkateswaraa Medical College, Hospital & Research Centre, Pondicherry on or after 2019).

(d) against “Indira Gandhi Institute of Medical Sciences (Deemed University), Patna”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (Pharmacology)”

MD (Pharmacology)

(This shall be a recognized medical qualification when granted by Indira Gandhi Institute of Medical Sciences (Deemed University), Patna in respect of students being trained at Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna on or after 2019).

“Doctor of Medicine (Forensic Medicine)”

MD (Forensic Medicine)

(This shall be a recognized medical qualification when granted by Indira Gandhi Institute of Medical Sciences (Deemed University), Patna in respect of students being trained at Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna on or after 2019).

Note: a. The recognition so granted shall be for a maximum period of 5 years from the date of Notification upon which the Institute shall have to apply for renewal of recognition.
 b. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the Postgraduate Course.

[No. U-12012/375/2019-ME-I/FTS No. 8021899]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अगस्त, 2019

का. आ. 1813.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है अर्थातः—

उक्त प्रथम अनुसूची में

(क) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—

(2)

“डॉक्टर ऑफ मेडिसिन (फार्मार्कॉलोजी)”

(3)

एमडी(फार्मार्कॉलोजी)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह कारपगम फेकल्टी ऑफ मेडिकल सांइसिस एंड रिसर्च, कोयंबत्तूर में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।

“डॉक्टर ऑफ मेडिसिन (कम्युनिटी मेडिसिन)”

एमडी(कम्युनिटी मेडिसिन)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह कारपगम फेकल्टी ऑफ मेडिकल सांइसिस एंड रिसर्च, कोयंबत्तूर में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)

(ख) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलूर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—

(2)

“डॉक्टर ऑफ मेडिसिन (साइकियॉट्री)”

(3)

एमडी(साइकियॉट्री)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह एस रामय्या मेडिकल कॉलेज, बैंगलूर में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलूर द्वारा प्रदत्त होगी।)

“डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (अव्स्ट्रेट्रिक्स एंड गायनेकॉलोजी)”

एमडी/एमएस(ओवीजी)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह खाजा बंदा नवाज इंस्टीट्यूट ऑफ मेडिकल सांइसिस, गुलबर्गा में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलूर द्वारा प्रदत्त होगी।)

(ग) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “इंदिरा गांधी स्वास्थ्य इंस्टीट्यूट ऑफ मेडिकल सांइसिस (डीप्ड विश्वविद्यालय), पटना” के सामने अंतिम प्रविष्टि के पश्चात पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—

(2)

“डॉक्टर ऑफ मेडिसिन (फिजियॉलोजी)”

(3)

एमडी(फिजियॉलोजी)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह

इंदिरा गांधी स्वास्थ्य इंस्टीट्यूट ऑफ मेडिकल सांइंसिस, शेखपुरा, पटना में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में इंदिरा गांधी स्वास्थ्य इंस्टीट्यूट ऑफ मेडिकल सांइंसिस (डीम्ड विश्वविद्यालय), पटना द्वारा प्रदत्त होगी।)

(घ) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—

(2)

“डॉक्टर ऑफ मेडिसिन (कम्युनिटी मेडिसिन)”

(3)

एमडी (कम्युनिटी मेडिसिन)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह झालावाड मेडिकल कॉलेज, झालावाड में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/405/2019-एमई-I/एफटीएस नं. 8023327]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd August, 2019

S.O. 1813.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule :-

(a) against “The Tamil Nadu Dr. M.G.R. Medical University, Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

“Doctor of Medicine (Pharmacology)”

(3)

MD (Pharmacology)

(This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical University, Chennai in respect of students being trained at Karpagam Faculty of Medical Sciences & Research, Coimbatore on or after 2019).

“Doctor of Medicine (Community Medicine)”

MD (Community Medicine)

(This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical University, Chennai in

respect of students being trained at Karpagam Faculty of Medical Sciences & Research, Coimbatore on or after 2019).

(b) against “Rajiv Gandhi University of Health Sciences, Bangalore”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Doctor of Medicine (Psychiatry)”

MD (Psychiatry)

(This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at M S Ramaiah Medical College, Bangalore on or after 2019).

“Doctor of Medicine /Master of Surgery

MD/MS (OBG)

(Obstetrics & Gynaecology)”

(This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Khaja Banda Nawaz Institute of Medical Sciences, Gulbarga on or after 2019).

(c) against “Indira Gandhi Institute of Medical Sciences (Deemed University), Patna”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (Physiology)”

MD (Physiology)

(This shall be a recognized medical qualification when granted by Indira Gandhi Institute of Medical Sciences (Deemed University), Patna in respect of students being trained at Indira Gandhi Institute of Medical Sciences, Sheikhpura Patna on or after 2019).

d) against “Rajasthan University of Health Sciences, Jaipur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Doctor of Medicine (Community Medicine)”

MD (Community Medicine)

(This shall be a recognized medical qualification when granted by Rajasthan University of Health Sciences, Jaipur in respect of students being trained at Jhalawar Medical College, Jhalawar on or after 2019).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.

2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/405/2019-ME-I/FTS No. 8023327]

P.K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1814.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है अर्थात्:-

उक्त प्रथम अनुसूची में

क) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "मध्य प्रदेश स्वास्थ्य विज्ञान विश्वविद्यालय, जबलपुर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (पैथॉलॉजी)"	एमडी(पैथॉलॉजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह चिरायु मेडिकल कॉलेज एंड अस्पताल, बैरागढ़, भोपाल में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में मध्य प्रदेश स्वास्थ्य विज्ञान विश्वविद्यालय, जबलपुर द्वारा प्रदत्त होगी।)

ख) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "गीतांबलि विश्वविद्यालय, उदयपुर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"मास्टर ऑफ सर्जरी (जनरल सर्जरी)"	एमएस(जनरल सर्जरी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गीतांबलि मेडिकल कॉलेज एंड अस्पताल, उदयपुर, राजस्थान में 2019 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में गीतांबलि विश्वविद्यालय, उदयपुर द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/388/2019-एमई-I/एफटीएस नं. 8022801]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd August, 2019

S.O. 1814.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule -

a) against “Madhya Pradesh Medical Science University, Jabalpur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Doctor of Medicine (Pathology)”

MD (Pathology)

(This shall be a recognized medical qualification when granted by Madhya Pradesh Medical Science University, Jabalpur in respect of students being trained at Chirayu Medical College and Hospital, Bairagarh, Bhopal on or after 2019).

b) against “Geetanjali University, Udaipur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)

(3)

“Master of Surgery (General Surgery)”

MS (General Surgery)

(This shall be a recognized medical qualification when granted by Geetanjali University, Udaipur in respect of students being trained at Geetanjali Medical College & Hospital, Udaipur, Rajasthan on or after 2019).

- Note:**
- a. The recognition so granted shall be for a maximum period of 5 years from the date of Notification upon which the Institute shall have to apply for renewal of recognition.
 - b. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the Postgraduate Course.

[No. U-12012/388/2019-ME-I/FTS No. 8022801]

P. K. BANDYOPADHYAY, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 25 सितम्बर, 2019

का.आ. 1815.—केन्द्र सरकार, भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का 55) के खंड 5 में प्रदत्त शक्तियों के उपयोग से, भारतीय विमानपत्तन प्राधिकरण में सदस्य (वित्त) के पद से श्री एस. सुरेश का त्याग पत्र स्वीकार करती है तथा इसके परिणामस्वरूप उक्त पद पर उनकी नियुक्ति की अवधि पूर्व समाप्ति तत्काल प्रभावी होगी।

[फा. सं. एवी-24011/22/2016-एएआई-एमओसीए]

नरेन्द्र सिंह, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 25th September, 2019

S.O. 1815.—In exercise of the powers conferred by Section 5 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby accepts the resignation of Shri S. Suresh from the post of Member (Finance), Airports Authority of India and consequent premature termination of his appointment to the said post with immediate effect.

[F. No. AV-24011/22/2016-AAI-MOCA]

NARENDRA SINGH, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 8 अगस्त, 2019

का.आ. 1816.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्न सारणी के स्तंभ (2) में वर्णित एनएलसी तमिलनाडु पावर लिमिटेड के अधिकारियों को सरकार के राजपत्रित अधिकारियों के रैंक के समान अधिकारी होने के कारण उक्त अधिनियम के प्रयोजनार्थ संपदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तंभ (3) की तत्स्थानी प्रविष्टियों में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों के संबंध में अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा अथवा उसके अधीन प्रदत्त शक्तियों का प्रयोग करेंगे और संपदा अधिकारियों को अधिरोपित कर्तव्यों का निर्वहन करेंगे अर्थात्-

क्र.सं.	एनएलसी तमिलनाडु पावर लिमिटेड के अधिकारी का पदनाम	सार्वजनिक परिसर की श्रेणी और क्षेत्राधिकार की स्थानीय सीमाएं
(1)	(2)	(3)
01.	संपदा अधिकारी, एनएलसी तमिलनाडु पावर लिमिटेड (एनटीपीएल), तुतीकोरिन-628004, तमिलनाडु	एनएलसी तमिलनाडु पावर लिमिटेड (एनटीपीएल), तुतीकोरिन-628004, तमिलनाडु से संबंधित अथवा अधिग्रहित अथवा किराए पर लिए गए सभी सरकारी स्थान
02.	टाउनशिप प्रशासक, एनएलसी तमिलनाडु पावर लिमिटेड (एनटीपीएल), तुतीकोरिन-628004, तमिलनाडु	

[फा. सं. पीसीए-38026/7/2018-पीसीए]

अलका शेखर, अवर सचिव

MINISTRY OF COAL

New Delhi, the 8th August, 2019

S.O. 1816.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officers of NLC Tamil Nadu Power Limited mentioned in column (2) of the table below, being officers equivalent in rank to the Gazetted Officers of the Government, to be estates officers for the purposes of the said Act, who shall exercise the powers, conferred and perform the duties imposed, on estate officers by or under the said Act, within the local limits of their jurisdiction in respect of the categories of public premises specified in the corresponding entries in column (3) of the said table, namely:-

TABLE

Serial Number	Designation of officer of the NLC Tamil Nadu Power Limited	Categories of the public premises and local limits of jurisdiction
(1)	(2)	(3)
1.	Estates Officer, NLC Tamil Nadu Power Limited (NTPL), Tuticorin-628004, Tamil Nadu	All the public premises belonging to or acquired or hired by NLC Tamil Nadu Power Limited (NTPL), Tuticorin-628004, Tamil Nadu
2.	Township Administrator, NLC Tamil Nadu Power Limited (NTPL), Tuticorin-628004, Tamil Nadu	

[F. No. PCA-38026/7/2018-PCA]

ALKA SHEKHAR, Under Secy.

नई दिल्ली, 10 अक्टूबर, 2019

का.आ. 1817.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार के कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का. आ. 3791(अ), तारीख 30 नवम्बर, 2017, जो भारत के राजपत्र, असाधारण, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 01 दिसम्बर, 2017 में प्रकाशित की गई थी, उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 1818.10 हेक्टेयर (लगभग) या 4492.51 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राप्त है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 1042.73 हेक्टेयर (लगभग) या 2575.54 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है ;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक पीवीयूएनएल/बीएएन/एसईसी-7(1), तारीख 25 जून, 2019 का निरीक्षण उपायुक्त, जिला लातेहार – 829206, झारखण्ड के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या डी.जी.एम. (सीएम-सिविल), पतरातु विद्युत उत्पादन निगम लिमिटेड, पतरातु, जिला रामगढ़-829119, झारखण्ड या सहायक महा प्रबंधक (सीएम), पतरातु विद्युत उत्पादन निगम लिमिटेड, पतरातु, जिला रामगढ़-829119, झारखण्ड के कार्यालय में या मुख्य महा प्रबंधक (खोज प्रभाग), सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची-834008, झारखण्ड में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

"8. अर्जन के संबंध में आपत्ति.- (1) कोई व्यक्ति जो किसी भूमि में, जिसके संबंध में धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के जारी किए जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण.- इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित में की जाएगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार हो, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं”।

टिप्पणी 3: केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्यांक का. आ. 2570(अ), तारीख 11 अगस्त, 2017, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 11 अगस्त, 2017 में प्रकाशित की गयी थी, द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

बनहरदी कोयला ब्लॉक

औरंगा कोलफील्ड

जिला - लातेहार झारखण्ड

[रिखांक संख्यांक पीवीयूएनएल/बीएएन/एसईसी-7(1), तारीख 25 जून, 2019]

सभी अधिकार:

(क) राजस्व भूमि:

क्र.सं.	ग्राम	थाना	जिला	थाना संख्या	कुल क्षेत्रफल (लगभग)		टिप्पणियां
					हेक्टेयर	एकड़	
1.	एटे	चंदवा	लातेहार	254	107.42	265.34	भाग
2.	बनहरदी	चंदवा	लातेहार	249	154.96	382.75	भाग
3.	बारी	चंदवा	लातेहार	251	584.01	1442.51	भाग
4.	बरवाडीह	चंदवा	लातेहार	255	16.14	39.86	भाग
5.	रामपुर	चंदवा	लातेहार	252	10.27	25.37	भाग
6.	सुरली	चंदवा	लातेहार	250	23.01	56.83	भाग
7.	टोटा	चंदवा	लातेहार	256	5.84	14.42	भाग
कुल:					901.65	2227.08	

(ख) वन भूमि

क्र.सं.	ग्राम	थाना	जिला	थाना संख्या	कुल क्षेत्रफल (लगभग)		टिप्पणियां
					हेक्टेयर	एकड़	
1.	एटे	चंदवा	लातेहार	254	1.26	3.10	भाग
2.	बारी	चंदवा	लातेहार	251	119.06	294.09	भाग
3.	सुरली	चंदवा	लातेहार	250	8.83	21.80	भाग
4.	टोटा	चंदवा	लातेहार	256	11.93	29.47	भाग
कुल:					141.08	348.46	

सारांश :

$$(क) \text{ कुल राजस्व भूमि} : 901.65 \text{ हेक्टेयर (लगभग)} = 2227.08 \text{ एकड़ (लगभग)}$$

$$(ख) \text{ कुल वन भूमि} : 141.08 \text{ हेक्टेयर (लगभग)} = 348.46 \text{ एकड़ (लगभग)}$$

$$(ग) \text{ सकल योग (क + ख)} : 1042.73 \text{ हेक्टेयर (लगभग)} = 2575.54 \text{ एकड़ (लगभग)}$$

अर्जित किए जाने वाले राजस्व प्लाटों की सूची:

(1) ग्राम – एटे :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60(भाग), 61(भाग), 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160(भाग), 161, 162, 163, 164(भाग), 165, 166, 167(भाग), 168(भाग), 169(भाग), 171(भाग), 176(भाग), 177(भाग), 178, 179(भाग), 180, 181, 182(भाग), 183, 184, 185, 186, 187, 188, 189, 190, 191, 192(भाग), 193, 194 (भाग), 201(भाग), 202(भाग), 203, 204(भाग), 205, 206(भाग), 207(भाग), 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242(भाग), 243, 244, 245, 246, 247, 248(भाग), 249, 250(भाग), 251(भाग), 252, 253, 254(भाग), 255(भाग), 256(भाग), 257, 258, 259, 260, 273(भाग), 275(भाग), 276(भाग), 385(भाग), 1087, 1095, 1099, 1100, 1101, 1110, 1111, 1112.

(2) ग्राम - बनहरदी:

348(भाग), 349(भाग), 350(भाग), 351(भाग), 352, 353, 354, 355, 356, 357, 358, 359, 360(भाग), 380(भाग), 381(भाग), 382(भाग), 383, 384, 385(भाग), 386(भाग), 396(भाग), 605(भाग), 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624(भाग), 628(भाग), 629, 630(भाग), 631(भाग), 632(भाग), 669(भाग), 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685(भाग), 686, 687, 688, 689(भाग), 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 704(भाग), 705(भाग), 708(भाग), 709(भाग), 710, 711, 712, 713, 714, 715(भाग), 716, 717, 718, 719(भाग), 724(भाग), 731(भाग), 732(भाग), 734(भाग), 735(भाग), 736, 737, 738(भाग), 739(भाग), 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801(भाग), 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988(भाग), 989(भाग), 990(भाग), 991(भाग), 992, 993, 994(भाग), 995(भाग), 996, 997, 998(भाग), 999(भाग), 1000, 1001, 1002, 1003(भाग), 1005(भाग), 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038(भाग), 1129(भाग), 1130(भाग), 1131(भाग), 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147(भाग), 1148, 1149, 1150, 1151, 1152(भाग), 1153(भाग), 1154(भाग), 1156(भाग), 1157(भाग), 1158(भाग), 1161(भाग), 1191(भाग), 1192(भाग), 1193(भाग), 1194, 1195, 1196, 1197(भाग), 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333,

1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1456, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470(भाग), 1471, 1472(भाग), 1473(भाग), 1542(भाग), 1543(भाग), 1555(भाग), 1556(भाग), 1557(भाग), 1558(भाग), 1563(भाग), 1566(भाग), 1567(भाग), 1568(भाग), 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1591, 1592, 1593(भाग), 1594(भाग), 1599(भाग), 1638(भाग), 1643(भाग), 1547(भाग), 1648(भाग), 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660(भाग), 1663(भाग), 1664, 1665, 1666, 1667, 1668), 1669, 1670(भाग), 1671, 1672(भाग), 1673, 1674, 1675, 1676, 1677(भाग), 1678(भाग), 1685(भाग), 1686, 1687(भाग), 1689, 1695(भाग), 1696(भाग), 1698(भाग), 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2049, 2050, 2051, 2052, 2053, 2054, 2056, 2057, 2058(भाग), 2059(भाग), 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082(भाग), 2083, 2084, 2085, 2086, 2087.

(3) ग्राम – बारी :

8(भाग), 9(भाग), 10(भाग), 11(भाग), 12(भाग), 14(भाग), 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26(भाग), 27, 28(भाग), 29(भाग), 31(भाग), 32(भाग), 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141(भाग), 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 173 (भाग), 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 196(भाग), 197(भाग), 198(भाग), 199, 200, 201, 202, 203(भाग), 204(भाग), 205(भाग), 206(भाग), 208(भाग), 210 (भाग), 211(भाग), 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224(भाग), 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 242(भाग), 243(भाग), 244, 245, 246(भाग), 247(भाग), 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 479(भाग), 480(भाग), 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562,

563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016(भाग), 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066(भाग), 1067(भाग), 1070(भाग), 1090(भाग), 1091(भाग), 1092(भाग), 1093(भाग), 1094, 1095, 1096, 1097, 1098, 1099, 1100(भाग), 1101, 1102(भाग), 1103(भाग), 1104(भाग), 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221,

1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481(भाग), 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492(भाग), 1493, 1494(भाग), 1511(भाग), 1512(भाग), 1513(भाग), 1514(भाग), 1515, 1516, 1517, 1518, 1519(भाग), 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1786, 1786, 1787(भाग), 1788(भाग),

1789(भाग), 1790(भाग), 1794(भाग), 1826(भाग), 1827, 1828, 1829(भाग), 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845(भाग), 1846(भाग), 1848(भाग), 1850(भाग), 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910(भाग), 1911, 1912, 1913, 1914, 1915, 1916(भाग), 1917(भाग), 1930(भाग), 1937(भाग), 1938, 1939, 1940, 1941(भाग), 1942(भाग), 1947(भाग), 1950(भाग), 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962(भाग), 1964(भाग), 1971(भाग), 1987(भाग), 1988(भाग), 1989(भाग), 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010(भाग), 2011(भाग), 2012(भाग), 2013(भाग), 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055(भाग), 2057, 2058(भाग), 2057(भाग), 2059, 2060(भाग), 2061(भाग), 2066(भाग), 2067, 2068(भाग), 2069(भाग), 2070(भाग), 2071, 2072, 2073(भाग), 2074(भाग), 2075(भाग), 2078, 2079(भाग), 2080(भाग), 2101(भाग), 2155(भाग), 2156(भाग), 2157(भाग), 2158(भाग), 2159(भाग), 2160(भाग), 2161(भाग), 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2177(भाग), 2174(भाग), 2797(भाग), 2800, 2805, 2809(भाग), 2811, 2813, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2829, 2830, 2831(भाग), 2833, 2835, 2836, 2803, 2160(भाग), 2799(भाग), 2798, 2037, 1851, 1930(भाग), 2036, 2831(भाग).

(4) ग्राम – बरवाडीहः

1(भाग), 2, 3(भाग), 4(भाग), 5(भाग), 6(भाग), 7, 8(भाग), 9, 10, 11, 12, 13(भाग), 14(भाग), 15(भाग), 35(भाग), 39(भाग), 145(भाग), 146, 147(भाग), 148, 149(भाग), 180(भाग), 181(भाग), 182(भाग), 183, 184(भाग), 185, 186, 187, 188(भाग) , 509(भाग).

(5) ग्राम - टोटा :

1, 3, 4, 5, 6(भाग), 7(भाग), 9 (भाग), 10(भाग), 11(भाग), 12(भाग), 69(भाग).

(6) ग्राम - रामपुर :

918(भाग), 919(भाग), 920, 921(भाग), 925(भाग), 928(भाग), 932(भाग), 933(भाग), 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944(भाग), 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955(भाग), 956, 957, 958(भाग), 960(भाग), 964(भाग), 965(भाग), 970(भाग), 971, 972(भाग), 973(भाग), 977(भाग), 978(भाग), 998(भाग), 999, 1000, 1001, 1002, 1003(भाग), 1006(भाग), 1007, 1008, 1009(भाग), 1011(भाग), 1042(भाग).

(7) ग्राम – सुरली :

1, 2, 3, 6, 4, 5, 8, 9, 12, 13, 16(भाग), 19, 20, 24, 26, 27, 29, 30, 31(भाग), 34(भाग), 115(भाग), 116(भाग), 117(भाग), 118, 119, 120(भाग), 121, 122, 123, 124, 125, 128(भाग), 129, 130, 131, 132(भाग), 135, 136, 140, 141, 142(भाग), 143, 144, 145(भाग), 165(भाग), 166(भाग), 168, 169, 170, 171, 172(भाग), 173(भाग), 174(भाग), 176(भाग), 177, 178(भाग), 179(भाग), 203(भाग), 444(भाग), 447(भाग), 621(भाग).

वन कडेस्टरल सर्वेक्षण में अर्जित किए जाने वाले प्लॉट संख्याओं की सूची :

1. ग्राम एटे : 24 .
2. ग्राम बारी : 1303, 62, 9, 6(भाग), 5(भाग), 4(भाग), 1281, 1283, 35, 187, 91, 116, 93, 114, 1310(भाग), 771(भाग) .
3. ग्राम सुरली : 296(भाग), 1(भाग), 305 .
4. ग्राम टोटा : 2 (भाग), 144(भाग).

सीमा - वर्णन :

रेखा क – क1- ख – ख1 – ख2 – ख 3 – ख 4 – ख 5 – ख 6 – ख 7 – ग : रेखा ग्राम बनहरदी (थाना चंदवा) में प्लाट संख्या 732 में बिंदु 'क' से आरम्भ होते हुए उत्तर पूर्व दिशा में प्लाट संख्या 732 में बिंदु 'क1' तक हैं। इसके पश्चात यह रेखा पूर्व दिशा में बढ़ती हुए बिंदु 'क1' से बिंदु 'ख' तक बनहरदी के प्लाट संख्या 719, 685, 1563, 1648, 1687 से गुजरते हुए पहुँचती है। इसके पश्चात यह रेखा दक्षिण पूर्व दिशा में बिंदु 'ख' से बढ़ती हुए ग्राम सुरली के वन भूमि प्लाट संख्या 16, 31 से गुजरती हुए ग्राम सुरली में बिंदु ख1 में प्लाट संख्या 120 तक हैं। इसके पश्चात यह रेखा बिंदु ख1 से दक्षिण पूर्व दिशा में ग्राम सुरली के प्लाट संख्या 120 और 128 से होते हुए बिंदु ख2 ग्राम सुरली के प्लाट संख्या 128 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ख2 से ग्राम सुरली प्लाट संख्या 115, 166, 172, 447 और ग्राम बारी प्लाट संख्या 1016, 1066 से गुजरती हुए दक्षिण पूर्व दिशा में ग्राम बारी के प्लाट संख्या 1066 में बिंदु ख3 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ख3 से दक्षिण पूर्व दिशा बढ़ते हुए ग्राम बारी के प्लाट संख्या 1093, 1100, 1103, 1104 से गुजरती हुए ग्राम बारी के प्लाट संख्या 1788, में बिंदु ख4 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ख 4 से दक्षिण पूर्व दिशा में बढ़ते हुए ग्राम बारी के प्लाट संख्या 1789, 1787, 1826, 1845 से गुजरती हुए ग्राम बारी के प्लाट संख्या 1848 में बिंदु ख5 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ख5 से ग्राम बारी प्लाट संख्या 1916, 1910, 1950, 1962 से गुजरते हुए दक्षिण पूर्व दिशा में ग्राम बारी के प्लाट संख्या 1964, में बिंदु ख6 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ख6 से ग्राम बारी के प्लाट संख्या 1987, 1988 और ग्राम रामपुर के प्लाट संख्या 918, 919, 928 से गुजरती हुए दक्षिण पूर्व दिशा में ग्राम रामपुर प्लाट संख्या 944 में बिंदु ख7 तक पहुँचती है। इसके पश्चात यह रेखा दक्षिण पूर्व दिशा में बढ़ती हुए ग्राम रामपुर के प्लाट संख्या 972, 955, 1009 से गुजरती हुए ग्राम रामपुर के प्लाट संख्या 1011 में बिंदु 'ख' तक पहुँचती है।

रेखा ग–ग1–ग2–ग3–ग4–ग5–ग : रेखा ग्राम रामपुर प्लाट संख्या 1011 में बिंदु 'ग' से दक्षिण दिशा में बढ़ते हुए ग्राम बारी के प्लाट संख्या 2010 में बिंदु ग1 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ग1 दक्षिण पश्चिम दिशा में बढ़ते हुए ग्राम बारी प्लाट संख्या 2012, 2075, 2074 से गुजरते हुए ग्राम बारी के प्लाट संख्या 2080 में बिंदु ग2 तक पहुँचती है। इसके पश्चात

यह रेखा बिंदु ग2 से दक्षिण पश्चिम दिशा में बढ़ते हुए ग्राम बारी के प्लाट संख्या 2080, 2073 से गुजरती हुए ग्राम बारी के प्लाट संख्या 2073 बिंदु ग3 तक पहुँचती है। इसके पश्चात यह रेखा दक्षिण पश्चिम दिशा में बढ़ती हुए ग्राम बारी के प्लाट संख्या 2060, 2058, 2156, 2159, 2174, 1514, 1492 और ग्राम एटे के प्लाट संख्या 385, 273, 275, 206, 201 से गुजरती हुए ग्राम एटे के प्लाट संख्या 192, में बिंदु ग4 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ग4 से दक्षिण पश्चिम दिशा में बढ़ती हुए ग्राम एटे के प्लाट संख्या 194, 179, 164, 1106 और ग्राम बरवाडीह के प्लाट संख्या 509, 149, 145, 39 से गुजरती हुए ग्राम बरवाडीह के प्लाट संख्या 14 में बिंदु ग5 तक पहुँचती है। इसके पश्चात यह रेखा बिंदु ग5 पश्चिम दिशा में बढ़ती हुए ग्राम बरवाडीह के प्लाट संख्या 15, 6, 3 और ग्राम टोटा के प्लाट संख्या 12, 11, 7, से गुजरती हुए ग्राम टोटा के वन भूमि प्लाट संख्या 6, में बिंदु 'घ' तक पहुँचती है।

रेखा :- घ – घ1 – घ2 – घ3 – घ4 – घ5 – घ6 – घ7 – घ8 – घ9 – घ10 – घ11 – घ12 – घ13 – घ14 – ड. : रेखा ग्राम टोटा के वन भूमि प्लाट संख्या 6 में बिंदु 'घ' से उतर पश्चिम दिशा में बढ़ती हुए इसी प्लाट में बिंदु 'घ1' तक पहुँचती है। इसके पश्चात यह रेखा में नाला के किनारे होते हुए ग्राम टोटा में प्लाट संख्या 69 में बिंदु घ 2 और, घ 3 और ग्राम बारी प्लाट संख्या 204 में बिंदु घ4, घ5, घ6, घ7, घ8, घ9, घ10, घ11, घ12 और घ13 से, और ग्राम बारी वन भूमि प्लाट संख्या 8 में बिंदु घ14 होते हुए ग्राम बारी के वन भूमि प्लाट संख्या 8 में बिंदु 'ड.' तक पहुँचती है।

रेखा : ड. – क : रेखा ग्राम बारी के वन भूमि प्लाट संख्या 8 में बिंदु 'ड.' से उतर दिशा में बढ़ते हुए ग्राम बारी के प्लाट संख्या 8, 9, 10, 12 में जंगल से होते हुए ग्राम बारी के प्लाट संख्या 11, 26, 29, 31, और ग्राम बनहरदी प्लाट संख्या 1193, 1131, 1005, 991, 350, 386, 735 से गुजरते हुए ग्राम बनहरदी के प्लाट संख्या 732 में बिंदु 'क' पर समाप्त होती है।

[फा. सं. 43015/40/2017-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 10th October, 2019

S.O. 1817.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3791(E), dated the 30th November, 2017, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 1st December, 2017, the Central Government gave notice of its intention to prospect for coal in 1818.10 hectares (approximately) or 4492.51 acres (approximately) of the land in the locality specified in the Schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the schedule appended to this notification.

Now, therefore, in exercise of powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 1042.73 hectares (approximately) or 2575.54 acres (approximately) and all rights in or over the said lands as described in the Schedule appended hereto;

Note 1: The plan bearing number PVUNL/BAN/SEC-7(1), dated the 25th June, 2019, the area covered by this notification may be inspected in the office of the Deputy Commissioner, District Latehar-829206, Jharkhand or at the office of the Coal Controller, 1, Council House Street, Kolkata -700 001 or at the office of the DGM (CM-Civil), Patratu Vidyut Utpadan Nigam Limited, Patratu, District Ramgarh-829119, Jharkhand or at the office of the Assistant General Manager (CM), Patratu Vidyut Utpadan Nigam Limited, Patratu, District Ramgarh-829119, Jharkhand or Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi-834008, Jharkhand.

Note 2: Attention is hereby invited to the provisions of section 8 of the said Act which provides as follows:-

“8. Objection to acquisition.- (1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation.- It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of the Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act”.

Note 3: The Coal Controller, 1, Council House Street, Kolkata-700 001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 2570(E), dated the 11th August, 2017, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 11th August, 2017.

SCHEDULE

Banhardih Coal Block

Auranga Coalfield

District - Latehar, Jharkhand

[Plan bearing number PVUNL/ BAN/ SEC- 7(1), dated the 25th June, 2019]

ALL RIGHTS :

(A) REVENUE LAND :

Sl.No.	Village	Thana	District	Thana number	Total area (approximately)		Remarks
					hectare	acre	
1.	Ate	Chandwa	Latehar	254	107.42	265.34	Part
2.	Banhardi	Chandwa	Latehar	249	154.96	382.75	Part
3.	Bari	Chandwa	Latehar	251	584.01	1442.51	Part
4.	Barwadih	Chandwa	Latehar	255	16.14	39.86	Part
5.	Rampur	Chandwa	Latehar	252	10.27	25.37	Part
6.	Surli	Chandwa	Latehar	250	23.01	56.83	Part
7.	Tota	Chandwa	Latehar	256	5.84	14.42	Part
Total :					901.65	2227.08	

(B) FOREST LAND :

Sl.No.	Village	Thana	District	Thana number	Total area (approximately)		Remarks
					hectare	acre	
1.	Ate	Chandwa	Latehar	254	1.26	3.10	Part
2.	Bari	Chandwa	Latehar	251	119.06	294.09	Part
3.	Surli	Chandwa	Latehar	250	8.83	21.80	Part
4.	Tota	Chandwa	Latehar	256	11.93	29.47	Part
Total :					141.08	348.46	

SUMMARY:

(A) Total Revenue Land : 901.65 hectares (approximately) =2227.08 acres (approximately)

(B) Total Forest Land : 141.08 hectares (Approximately) =348.46 acres (approximately)

(C) Grand Total (A+B) : 1042.73 hectares (approximately) =2575.54 acres (approximately)

LIST OF REVENUE PLOT NUMBERS TO BE ACQUIRED :**(1) Village - ATE :**

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60(Part), 61(Part), 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160(Part), 161, 162, 163, 164(Part), 165, 166, 167(Part), 168(Part), 169(Part), 171(Part), 176(Part), 177(Part), 178, 179(Part), 180, 181, 182(Part), 183, 184, 185, 186, 187, 188, 189, 190, 191, 192(Part), 193, 194 (Part), 201(Part), 202(Part), 203, 204(Part), 205, 206(Part), 207(Part), 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242(Part), 243, 244, 245, 246, 247, 248(Part), 249, 250(Part), 251(Part), 252, 253, 254(Part), 255(Part), 256(Part), 257, 258, 259, 260, 273(Part), 275(Part), 276(Part), 385(Part), 1087, 1095, 1099, 1100, 1101, 1110, 1111, 1112.

(2) Village -Banhardi :

348(Part), 349(Part), 350(Part), 351(Part), 352, 353, 354, 355, 356, 357, 358, 359, 360(Part), 380(Part), 381(Part), 382(Part), 383, 384, 385(Part), 386(Part), 396(Part), 605(Part), 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624(Part), 628(Part), 629, 630(Part), 631(Part), 632(Part), 669(Part), 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685(Part), 686, 687, 688, 689(Part), 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 704(Part), 705(Part), 708(Part), 709(Part), 710, 711, 712, 713, 714, 715(Part), 716, 717, 718, 719(Part), 724(Part), 731(Part), 732(Part), 734(Part), 735(Part), 736, 737, 738(Part), 739(Part), 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801(Part), 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905,

906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988(Part), 989(Part), 990(Part), 991(Part), 992, 993, 994(Part), 995(Part), 996, 997, 998(Part), 999(Part), 1000, 1001, 1002, 1003(Part), 1005(Part), 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038(Part), 1129(Part), 1130(Part), 1131(Part), 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147(Part), 1148, 1149, 1150, 1151, 1152(Part), 1153(Part), 1154(Part), 1156(Part), 1157(Part), 1158(Part), 1161(Part), 1191(Part), 1192(Part), 1193(Part), 1194, 1195, 1196, 1197(Part), 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1456, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470(Part), 1471, 1472(Part), 1473(Part), 1542(Part), 1543(Part), 1555(Part), 1556(Part), 1557(Part), 1558(Part), 1563(Part), 1566(Part), 1567(Part), 1568(Part), 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1591, 1592, 1593(Part), 1594(Part), 1599(Part), 1638(Part), 1643(Part), 1547(Part), 1648(Part), 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660(Part), 1663(Part), 1664, 1665, 1666, 1667, 1668), 1669, 1670(Part), 1671, 1672(Part), 1673, 1674, 1675, 1676, 1677(Part), 1678(Part), 1685(Part), 1686, 1687(Part), 1689, 1695(Part), 1696(Part), 1698(Part), 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058(Part), 2059(Part), 2060, 2061, 2062, 2063,

2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082(Part), 2083, 2084, 2085, 2086, 2087.

(3) Village – Bari :

8(Part), 9(Part), 10(Part), 11(part), 12(Part), 14(Part), 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26(Part), 27, 28(Part), 29(Part), 31(Part), 32(Part), 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141(part), 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 173 (part), 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 196(part), 197(part), 198(part), 199, 200, 201, 202, 203(part), 204(part), 205(part), 206(part), 208(part), 210 (part), 211(part), 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224(part), 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 242(part), 243(part), 244, 245, 246(part), 247(part), 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 479(part), 480(part), 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016(Part), 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029,

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1374, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481(Part), 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492(Part), 1493, 1494(Part), 1511(Part), 1512(Part), 1513(Part), 1514(Part), 1515, 1516, 1517, 1518, 1519(Part), 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787(part), 1788(Part), 1789(part), 1790(part), 1794(Part), 1826(part), 1827, 1828, 1829(part), 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845(part), 1846(Part), 1848(part), 1850(Part), 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910(part), 1911, 1912, 1913, 1914, 1915, 1916(Part), 1917(Part), 1930(Part), 1937(part), 1938, 1939, 1940, 1941(Part), 1942(Part), 1947(Part), 1950(Part), 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962(Part), 1964(Part), 1971(Part), 1987(part), 1988(Part), 1989(Part), 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010(Part), 2011(Part), 2012(Part), 2013(Part), 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021,

2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055(Part), 2057, 2058(Part), 2057(Part), 2059, 2060(Part), 2061(Part), 2066(Part), 2067, 2068(Part), 2069(Part), 2070(Part), 2071, 2072, 2073(Part), 2074(Part), 2075(Part), 2078, 2079(Part), 2080(Part), 2101(part), 2155(Part), 2156(Part), 2157(Part), 2158(Part), 2159(Part), 2160(Part), 2161(Part), 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2177(Part), 2174(Part), 2797(part), 2800, 2805, 2809(Part), 2811, 2813, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2829, 2830, 2831(Part), 2833, 2835, 2836, 2803, 2160(Part), 2799(Part), 2798, 2037, 1851, 1930(part), 2036, 2831(Part).

(4) Village – Barwadih :

1(Part), 2, 3(Part), 4(Part), 5(Part), 6(Part), 7, 8(Part), 9, 10, 11, 12, 13(Part), 14(Part), 15(Part), 35(Part), 39(Part), 145(Part), 146, 147(Part), 148, 149(Part), 180(Part), 181(Part), 182(Part), 183, 184(Part), 185, 186, 187, 188(Part) , 509(Part).

(5) Village – Tota :

1, 3, 4, 5, 6(Part), 7(Part), 9 (Part), 10(Part), 11(Part), 12(Part), 69(Part).

(6) Village - Rampur :

918(Part), 919(Part), 920, 921(Part), 925(Part), 928(Part), 932(Part), 933(Part), 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944(Part), 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955(Part), 956, 957, 958(Part), 960(Part), 964(Part), 965(Part), 970(Part), 971, 972(Part), 973(Part), 977(Part), 978(Part), 998(Part), 999, 1000, 1001, 1002, 1003(Part), 1006(Part), 1007, 1008, 1009(Part), 1011(Part), 1042(Part).

(7) Village - Surli :

1, 2, 3, 6, 4, 5, 8, 9, 12, 13, 16(Part), 19, 20, 24, 26, 27, 29, 30, 31(Part), 34(Part), 115(Part), 116(Part), 117(Part), 118, 119, 120(Part), 121, 122, 123, 124, 125, 128(Part), 129, 130, 131, 132(Part), 135, 136, 140, 141, 142(Part), 143, 144, 145(Part), 165(Part), 166(Part), 168, 169, 170, 171, 172(Part), 173(Part), 174(Part), 176(Part), 177, 178(Part), 179(Part), 203(Part), 444(Part), 447(Part), 621(Part).

List of Forest Cadastral Survey plot numbers to be acquired:

1. Village Ate : 24.
2. Village Bari : 1303, 62, 9, 6 (Part), 5 (Part), 4 (Part), 1281, 1283, 35, 187, 91, 116, 93, 114, 1310 (Part), 771 (Part).
3. Village Surli : 296 (Part), 1 (Part), 305.
4. Village Tota : 2 (Part), 144(Part).

Boundary description:

Line A – A1 – B – B1 - B2 – B3 – B4 – B5 – B6 – B7 – C : The line starts from point ‘A’ inside the plot no.732 of Banhardi village (Thana Chandwa) moves in North-east direction to point A1 inside plot no.732 of Banhardi village. Line moves in East direction from point A1 to point B through plot nos.719, 685, 1563, 1648, 1687 in Banhardi village. Further line moves to Southeast direction from Point B to B1 in Plot no.120 of Surli village through Plot nos. 16, 31 in forest land of Surli village. From point B1 line moves in Southeast direction to point B2 in plot no.128 of Surli village

through plot no.128 in Surli village. From point B2 line moves in Southeast direction to point B3 in Plot no.1066 in Bari village through Plot nos.115, 166, 172, 447 in Surli village and through Plot nos.1016, 1066 in Bari village. Line moves further in Southeast direction from point B3 to point B4 in Plot no.1788 in Bari village through Plot nos.1093, 1100, 1103, 1104 in Bari village. Further block boundary line moves in Southeast direction from point B4 to point B5 in Plot no.1848 in Bari village through Plot nos.1789, 1787, 1826, 1845 in Bari village. Further line moves in Southeast direction from point B5 to point B6 in Plot no.1964 in Bari village through Plot nos. 1916, 1910, 1950, 1962 in village Bari. Further line moves in Southeast direction through Plot nos. 1987, 1988 in Bari village and Plot nos. 918, 919, 928, in Rampur village from point B6 to point B7 in Plot no.944 in Rampur village. Line moves in Southeast direction from point B7 to point C in Plot no.1011 in Rampur village, through Plot nos. 972, 955, 1009 in Rampur village.

Line C- C1- C2 – C3 – C4 – C5 – D : The line moves in South direction from point C in Plot no.1011 in Rampur village to point C1 in Plot no.2010 in Bari village. Further line moves in Southwest direction from point C1 to point C2 in Plot no.2080 in Bari village through Plot nos.2012, 2075, 2074 in Bari village. Line moves in Southwest direction from point C2 to C3 in Plot no.2073 in Bari village through plot nos.2080, 2073 in Bari village. Further line continue to move in Southwest direction from point C3 to point C4 in Plot no.192 in Ate village through Plot nos. 2060, 2058, 2156, 2159, 2174, 1514, 1492 in Bari village and Plot nos. 385, 273, 275, 206, 201 in Ate village. Further line moves in Southwest direction from point C4 to point C5 in Plot no.14 in Barwadih village through Plot nos.194, 179, 164, 1106 in Ate village and Plot nos.509, 149, 145, 39 in Barwadih village. From point C5 line further moves in West direction to point D in Plot no.6 in forest land of Tota village through Plot nos.15, 6, 3 in Barwadih village and Plot nos. 12, 11, 7 in Tota village.

Line D – D1 – D2 –D3 –D4 –D5 –D6 –D7 –D8 –D9 –D10 –D11 –D12 -D13 -D14 –E : Line moves in Northwest direction from point D to point D1 in Plot no.6 in forest land of Tota village. Further line moves along the Nala in Tota village Plot no.69 through point D2 and D3 and through point D4, D5, D6, D7, D8, D9, D10, D11, D12, and D13 in Plot no. 204 in Bari village and through point D14 in Plot no.8 in forest land of Bari village to point E in Plot no.8 in forest land of Bari village.

Line E-A : The Line moves in North direction from point ‘E’ in Plot no.8 in forest land of Bari village to end at point ‘A’ in Plot no.732 in Banhardi village through Plot nos. 8,9, 10, 12 in forest land of Bari village and Plot nos. 11, 26, 29, 31 in Bari village and Plot nos. 1193, 1131, 1005, 991, 350, 386, 735 in Banhardi village.

[F. No. 43015/40/2017-LA & IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 10 अक्टूबर, 2019

का.आ. 1818.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्रास होने की संभावना है ;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक आरईवी/02/2019, तारीख 14 अगस्त, 2019 का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, रॉची – 834029 (झारखण्ड) के कार्यालय में या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, ढोरी क्षेत्र, जिला बोकारो (झारखण्ड) या उपायुक्त, जिला बोकारो (झारखण्ड) या महाप्रबंधक (खोज प्रभाग) आर.आई.-III, केन्द्रीय खान योजना और डिजाईन संस्थान, गोडवाना पैलेस, कांके रोड, रॉची- 834 031 (झारखण्ड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में किया जा सकता है ।

अतः अब, केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

उपरोक्त उल्लिखित अनुसूची में वर्णित भूमि में हितवद्ध कोई व्यक्ति, -

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; अथवा
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; अथवा
- (iii) उक्त अधिनियम की पूर्वेक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में धारा 13 की उप-धारा (1) के अधीन या खनन पट्टे प्रभावहीन होने के लिए उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदित कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्वे दिन के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, ढोरी क्षेत्र, जिला बोकारो (झारखण्ड) या महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, दरभंगा हाउस, राँची – 834029 (झारखण्ड) को भेजेंगे।

अनुसूची

कल्याणी विवृत्त परियोजना

जिला बोकारो (झारखण्ड)

(रेखांक संख्यांक आरईवी/ 02/ 2019, तारीख 14 अगस्त, 2019)

ब्लॉक संख्या	ग्राम	थाना सं.	थाना	जिला	क्षेत्र		टिप्पणियां
					हेक्टेयर में	एकड़ में	
ए	मकोली	69	चन्द्रपुरा	बोकारो	04.31	10.65	भाग
बी	मकोली	69	चन्द्रपुरा	बोकारो	132.17	326.59	भाग
सी	तुरिओ	70	चन्द्रपुरा	बोकारो	94.59	233.73	भाग
डी	तुरिओ	70	चन्द्रपुरा	बोकारो	52.81	130.49	भाग
ई	तारमी	71	चन्द्रपुरा	बोकारो	0.66	1.63	भाग
एफ	तारमी	71	चन्द्रपुरा	बोकारो	41.05	101.43	भाग
कुल :					325.59 हेक्टेयर (लगभग)	804.52 एकड़ (लगभग)	

सीमा - वर्णनः

ब्लॉक	सीमा रेखा	सीमा वर्णन
ए	क-ख-ग-क	रेखा, बिन्दु 'क' से आरंभ होती है और बिन्दु 'ख' और 'ग' से होते हुए गुजरती है और मकोली ग्राम के आरंभिक बिन्दु 'क' पर मिलती है।
बी	घ-ड-च-छ-ज-झ- ज -ट-ठ-ड-घ	रेखा, बिन्दु 'घ' से आरंभ होती है और बिन्दु ड., च, छ, ज, झ, ज, ट, ठ और 'ड' से होते हुए गुजरती है और मकोली ग्राम के आरंभिक बिन्दु 'घ' पर मिलती है।
सी	ज-ट-ण-त-थ-द- ज	रेखा, बिन्दु 'ज' से आरंभ होती है और बिन्दु ट, ण, त, थ और 'द' से गुजरते हुए उतरती है और तुरिओ ग्राम के आरंभिक बिन्दु 'ज' पर मिलती है।
डी	ध-न-प-फ-ण-ब-भ-ध	रेखा, बिन्दु 'ध' से आरंभ होती है और बिन्दु न, प, फ, ण, ब और 'भ' से होते हुए उतरती है और तुरिओ ग्राम के आरंभिक बिन्दु 'ध' पर मिलती है।
ई	न-प-म-न	रेखा, बिन्दु 'न' से आरंभ होती है और बिन्दु 'प' और 'म' से होते हुए गुजरती है और तारमी ग्राम के आरंभिक बिन्दु 'न' पर मिलती है।
एफ	झ- ज -द-द१-झ	रेखा, बिन्दु 'झ' से आरंभ होती है और बिन्दु ज, द और द१ से होते हुए गुजरती है और तुरिओ ग्राम के आरंभिक बिन्दु 'झ' पर मिलती है।

[फा. सं. 43015/17/2019-एलए एंड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 10th October, 2019

S.O. 1818.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number Rev/02/2019, dated the 14th August, 2019 containing details of the areas of land described in the said Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) or at the office of the General Manager, Central Coalfields Limited, Dhori Area, District Bokaro (Jharkhand) or at the office of the Deputy Commissioner, District Bokaro (Jharkhand) or at the office of the General Manager (Exploration Division), RI- III, Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi -834 031 (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata- 700 001.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in land described in the said Schedule ;

Any person interested in the land described in the above mentioned Schedule may -

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Dhori Area, District Bokaro (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi- 834029 (Jharkhand) within a period of ninety days from the date of publication of this notification.

SCHEDULE
Kalyani Opencast Project
District Bokaro (Jharkhand)

[Plan bearing number Rev/02/2019, dated the 14th August, 2019]

Block number	Village	Thana number	Thana	District	Area		Remarks
					in hectares	in acres	
A	Makoli	69	Chandrapura	Bokaro	04.31	10.65	Part
B	Makoli	69	Chandrapura	Bokaro	132.17	326.59	Part
C	Turio	70	Chandrapura	Bokaro	94.59	233.73	Part
D	Turio	70	Chandrapura	Bokaro	52.81	130.49	Part
E	Tarmi	71	Chandrapura	Bokaro	0.66	1.63	Part
F	Tarmi	71	Chandrapura	Bokaro	41.05	101.43	Part
<i>Total :</i>					325.59 hectares (approxi- mately)	804.52 acres (approxi- mately)	

Boundary description:

Block	Boundary Line	Boundary description
A	A-B-C-A	Line starts from point 'A' and passes through points 'B' and 'C' and meets at starting point 'A' of Makoli village.
B	D-E-F-G-H-I-J-K-L-M-D	Line starts from point 'D' and passes through points E, F, G, H, I, J, K, L and M and meets at starting point 'D' of Makoli village.
C	J-K-O-P-Q-R-J	Line starts from point 'J' and passes through points K, O, P, Q and R and meets at starting point 'J' of Turio village.
D	S-T-U-V-O-W-X-S	Line starts from point 'S' and passes through points T, U, V, O, W and X and meets at starting point 'S' of Turio village.
E	T-U-Y-T	Line starts from point 'T' and passes through points U and Y and meets at starting point 'T' of Tarmi village.
F	I-J-R-R1-I	Line starts from point 'I' and passes through points J, R and R1 and meets at starting point 'I' of Turio village.

[F. No. 43015/17/2019-LA & IR]

RAM SHIROMANI SAROJ, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 1 अक्टूबर, 2019

का.आ.1819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मेटलाईफ इण्डिया इंश्योरेंस कंपनी प्राइवेट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 04/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुआ था।

[सं. एल-17012/49/2008-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 1st October, 2019

S.O. 1819.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2010) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Metlife India Insurance Company Pvt. Ltd. and their workman, which was received by the Central Government on 25.09.2019.

[No. L-17012/49/2008-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 04 of 2010

Parties: Employers in relation to the management of M/s. Metlife India Insurance Company Pvt. Ltd.

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. K.C Garg, learned counsel with
Mr. D. Khan, learned counsel.

On behalf of the Workmen : Mr. S. Mukherjee, learned counsel

Dated: 12th September, 2019

Industry: Insurance

AWARD

By Order No.L-17012/49/2008-IR(M) dated 27.04.2009 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Met Life Insurance Company Pvt. Ltd. by terminating the service of Smt. Mohua Ghosh w.e.f. 3/12/2007 is justified? To what relief the workman is entitled?”

2. The workman under reference filed her statement of claim pleading *inter alia* that she was appointed in the company as Coordinator Sales on 5th March, 2003. In her appointment letter the company arbitrarily and with *mala fide* intention stipulated clause No. 6 which is not maintainable in the eye of law. Despite her protest with regard to clause No. 6 it was stated that the company has prescribed printed proforma and as such no addition or alteration can be made. In the compelling circumstances she received her appointment letter dated 5th March, 2003 without prejudice to her right

and contention. She rendered service in the company for years as a permanent workman without any break and always performed her duties sincerely. Though she was designated as Sales Coordinator, she was mainly entrusted with the job of clerical nature. She did not enjoy the power to sanction leave, to punish and also expel employees. She did not have supervising power also. Due to her devotion to work, the company has also enhanced her salary. In the year 2007 her immediate supervisor, Mr. Krishnendu Bhunia started harassing her out of his personal malice and grudge, and humiliated her in front of other colleagues and asked her to leave the office without any reason. All of a sudden on 3rd December, 2007 the management without any reason and justification and without issuing any previous notice/chargesheet terminated her with effect from 3rd December, 2007. After receiving the said termination order the workman sent a letter on 4th January, 2008 raising protest against illegal, unlawful and arbitrary act on the part of the management. Having no other alternative the workman also submitted a letter to the Regional Labour Commissioner (Central), Kolkata on 25th March, 2008 who tried his best to solve the dispute by holding several joint conferences, but the settlement could not be arrived due to the adamant attitude of the management. Therefore, failure report was submitted by the Regional Labour Commissioner, resulting in the present reference.

3. The management of Metlife India Insurance Company Ltd. submitted its written statement that the statement of claim is not maintainable. The workman under reference does not come within the definition of workman as defined in Section 2(s) of the Industrial Disputes Act, 1947 (hereinafter called the Act of 1947 for convenience) as she was designated as an Executive Field Operation and her work profile consisted largely work of official work of supervisory and managerial nature. The burden lies on the workman under reference to prove that she comes within the definition of workman. The dispute in question does not fall within the definition of industrial dispute as defined under Section 2(k) of the Act of 1947. It is further pleaded that the workman under reference was appointed in Kakurgachi Branch of the company by the appointment letter dated 05.03.2003 which sets out the terms of appointment. The appointment letter is a binding contract between the workman and the company which provided for termination or resignation of service with three months' notice or salary in lieu thereof computed on the basis of CTC. The workman was promoted as an Executive Field Operation on 15th March, 2007. Thereafter her work profile consisted of official work of supervisory and managerial nature including scrutiny of applications, keeping track of dishonored cheques, handling customer query, dealing with incoming and outgoing correspondences etc. She also performed additional supervisory function in order to ensure that agents of the company, Sales Officers, Sales Managers etc handle and deal with applications of insurance in correct and proper manner and further to supervise that such applications were filled in proper manner. The company terminated her service in accordance with the terms of her letter of appointment with effect from 3rd December, 2007. On 11th February, 2008 the company entered into a full and final settlement with the workman which specifically provided that the employee did not have any claim or outstanding issue against the company effective from 3rd December, 2007. The workman concerned had filed a complaint before the Regional Labour Commissioner (Central), Kolkata on false grounds.

4. The workman concerned had also submitted her rejoinder to the written statement filed by the company refuting the allegations made in the written statement.

5. On behalf of the workman, the workman concerned herself WW-01, Smt. Mahua Ghosh and on behalf of the company MW-01, Smt. Sampa Das have been examined as witnesses.

6. I have heard both the parties and gone through the oral as well as documentary evidences. Parties have also filed written notes of argument.

7. On the perusal of pleadings of the parties the basic question which has cropped up for consideration is whether the workman under reference is a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947? Case of the workman is that though she has been designated as Sales Coordinator, but she was mainly entrusted with the job of all clerical nature. She was not entrusted with the power to sanction leave, to punish and to expel any employee. She had also no supervising power. Contrary to it the management has submitted that the workman was appointed as Sales Coordinator in Kankurgachi Branch of the company and had worked as an Executive, Field Operations. The job profile of the workman consisted largely of official work of supervisory and managerial nature including scrutiny of applications, return of cheques, handling customers' queries and complaints as representative of the company, dealing with incoming and outgoing correspondences etc. She had also performed supervisory function in order to ensure that the agents of the company, Sales Officers, Sales Managers etc., handle and deal with applications for insurance in a correct and proper manner.

8. Before dwelling upon the respective submissions of parties, it is apposite to look at the definition of workman given in Section 2(s) of the Act if 1847 which is as follows:

“2(s) “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a

consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person –

- (i) who is subject to the Air Force Act, 1950(45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

9. From above provision of Section 2(s) of the Act of 1947 it is vividly clear that any person who is employed mainly in managerial and administrative capacity does not come within the definition of workman. However, case of the employee concerned is that designation does not decide whether she is a workman or not, but the dominant nature of work determine the status of workman. During her employment she was doing mainly clerical job without power to sanction leave, to punish or expel any employee etc. Thus relying on **Arkal Gobind Rao v. Ciba Geigy of India Ltd.**, AIR 1985 SC 985 it has been submitted that where an employee has multifarious duties it is the primary and basic duties of the employee which decide whether she is a workman or not. In above cited case the employee was appointed as an Assistant and continued to render service in that post till his termination. On the basis of documentary evidence the Labour Court was of the opinion that though he was doing some clerical work, he was also doing supervisory and administrative work and other work of checking bank reconciliation, therefore, he was not a workman within the meaning of the Act. The Hon’ble Supreme Court held –

“6. Where an employee has multifarious duties and a question is raised whether he is a workman or someone other than a workman the Court must find out what are the primary and basic duties of the person concerned and if he is incidentally asked to do some other work, may not necessarily be in tune with the basic duties, these additional duties cannot change the character and status of the person concerned. In other words, the dominant purpose of employment must be first taken into consideration and the gloss of some additional duties must be rejected while determining the status and character of the person. Appreciation of evidence by Labour Court cannot be faulted but it landed itself into an erroneous conclusion by drawing impermissible inference from the evidence and overlooking the primary requirement of the principal and subsidiary duties of the appellant.”

10. Now it is the duty of the employee concerned to prove that though she was appointed as Sales Coordinator, her primary and basic duties were of clerical nature and she was incidentally doing managerial work. In **Manager, Reserve Bank of India v. S. Many**, 2005 LLR 737 it was held by the Hon’ble Apex Court that it is only if the initial burden of proof which was on the workman was discharged to some extent, that a finding can be returned in respect of the defence of the management. Furthermore, a plea having been set up by the workman, the initial burden of proof was on the workman that he had been employed by the petitioner in the claimed capacity on the stated terms. Thus burden lies on the employee concerned to prove that despite her appointment to the post of Sales Coordinator, she was doing the job of clerical nature.

11. The case of the workman is that she was appointed as Sales Coordinator and was doing mainly job of clerical nature. In paragraph 27 of the statement of claim she has also enumerated some of the work assigned to her by the company which includes

1. Cash handling,
2. Checking of the application form,
3. Data entry,
4. Coordinating with the diagnostic centre wherever medical is to be done,
5. Keeping track of cheque dishonours,
6. Handling renewals and lapsation,
7. Attending to customer query (both internal and external) and
8. Job as assigned and/or directed by the Assistant Manager.

The management of the company has not denied the averments made in paragraph 27 of the statement of claim, rather contents of paragraph 27 have been admitted in paragraph 17 of the written statement. From perusal of paragraph 27 of the statement of claim it appears that all works assigned to the workman were certainly of clerical nature. The management has pleaded that the workman also performed additional supervisory functions in order to ensure that the

agents of the company, sales officers, sales managers etc., handle and deal with applications for insurance in correct and proper manner and further supervise that such applications were filled in properly, in the appropriate format accurately. Where the averments made by the workman with regard to clerical nature of job has been admitted by the management and additional supervisory functions are alleged to have been assigned to her, the burden of the workman concerned to prove that she was doing job of clerical nature is discharged. Now it is the burden of the management to show that some supervisory work were assigned to her and that too the supervisory work was of dominant nature. In **Ananda Bazar Patrika Ltd. v. its workmen**, 1969-II-LLJ 670 the Hon'ble Supreme Court has clearly enunciated the principles in following words:

"The principle which should be followed in deciding the question whether any person is employed in a supervisory capacity or on clerical work is that if a person is mainly doing supervisory work, but incidentally or for a fraction of time also does some clerical work, it would have to be held that he is employed in supervisory capacity, and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are carried out incidentally or as a small fraction of work done by him, will not convert his employment as a clerk into one in supervisory capacity."

In the above cited case law the principal work that the employee was doing was that of maintaining and writing cash book and preparing various returns. Being the seniormost clerk he was put in charge of PF section and was given small amount of control over the clerk of that section. The only power which he enjoyed was to allocate work between these clerks and also power to recommend leave. These powers enjoyed by the workman concerned were held to be not sufficient to convert his office of senior clerk into that of supervisor.

12. In **Kulwant Singh v. Reliance Petrochemicals & others**, 2000-III-LLJ 766 the Hon'ble Bombay High Court has held that

"It is now well settled that mere nomenclature of the post is not of much consequence and what is to be seen is the nature of duties performed by the employee concerned so as to arrive at a correct conclusion as to whether he was a workman within the meaning of Section 2(s) of the Act. The crucial test which will have to be applied is as to whether the duties performed by the concerned employee were or substantial part thereof was of a nature as may fall within the definition of workman. Thus what is to be seen is the nature of the substantial part of work which the employee had to perform. When an employee is employed to do certain types of work enumerated in the decision of H.R. Adyantha, there is hardly any difficulty in treating him as a workman for the classification in conformity of industry or mill or establishment qua such employee, but when such employee is even required to do more than one kind of work, in such case it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether his case comes within the definition of workman or goes out of it."

13. In **Bandana Jhoshi v. Standard Chartered Bank**, MANU/MH/1391/2010 as cited by the management also speaks of dominant nature of the work. The Hon'ble Bombay High Court has cited **Management of Sonipath Cooperative Sugar Mills Ltd. V. Ajit Singh**, 2005 II CLR 66 in which the Hon'ble Apex Court has held that the question as to whether the employee has been performing clerical work or not is required to be determined upon arriving at a finding as regards the dominant nature thereof.

14. In the instant case, as has been seen above, the workman concerned was doing a job of mainly clerical nature. Some supervisory functions are alleged to have been assigned to her, but neither in written statement nor in the statement of MW-01 the details of supervisory functions are given. MW-01, Sampa Das has stated in cross-examination that she had no personal knowledge of what kind of job the concerned workman used to perform. MW-01, Sampa Das has further stated that:

"Today it is not possible to produce any document to show that Mahua Ghosh was elevated to the post of Executive Field Operation; but if any opportunity is given I can produce the same. Uptill now no document has been filed to show that Mahua Ghosh was elevated to the post of Executive Field Operation. I have not filed any document to show that Coordinator Sales designated post belonged to managerial or administrative cadre. During tenure of employee of the concerned workman, Mahua Ghosh, no job profile was given to her specifying her duties and responsibilities. Mahua Ghosh had no power to recruit anybody on behalf of the company.

I have not filed any paper to show that during the tenure of Mahua Ghosh she sanctioned any increment to the employees of the company. I have also not filed any document to show that she sanctioned leave to anybody. I have not filed any document to show that Mahua Ghosh independently made correspondence to anybody on behalf of the management but if opportunity is given I can produce the same."

Above statement of MW-01 shows that no job profile was given to the workman concerned specifying her duties and responsibilities in absence of which it is difficult to determine that she was having any supervisory capacity in the

company. The contents of paragraph 27 of the statement of claim have already been admitted by the management that she was doing job of clerical nature. Had the job profile been filed by the management, it would have been easier for the management to establish that she was in managerial or supervisory capacity. Hence, I come to the conclusion that the management has not discharged its burden to show that some supervisory work was ever assigned to her. Even if it is presumed that some supervisory work was assigned to her, then also the dominant nature of the work assigned to her appear to be of clerical nature. Hence she is very well covered by the definition of workman as defined in Section 2(s) of the Act of 1947.

15. Where the workman concerned is covered by the definition of workman under Section 2(s) of the Act of 1947 all the provisions of the Act of 1947 are applicable to him/her. Under the Act of 1947 services of a workman can be dispensed with by an employer either as a measure of disciplinary action or otherwise than disciplinary action. Admittedly, in the present case the termination of services of the workman was not as a measure of disciplinary action. No enquiry was conducted before her termination. Where termination is otherwise than a punishment inflicted by way of disciplinary action, it is said to be a retrenchment as defined under Section 2(oo) of the Act of 1947 which may be extracted as below –

“2(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include –

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf.; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health.

16. Above definition of ‘retrenchment’ shows that termination of service of a workman by the employer for any reason whatsoever comes within the definition of retrenchment when it was not as a measure of punishment. Though certain exceptions have been given in definition, but case of the workman is not covered by the exceptions. Thus, where the termination of workman amounts to retrenchment, the employer was bound to comply with the provisions relating to retrenchment before her services could be dispensed with. Section 25F of the Act of 1947 prescribes certain condition precedent for retrenchment of a workman. It is apt to extract the provisions of Section 25F of the Act of 1947

25F. Condition precedent to retrenchment of workman – No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until –

- (a) the workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

17. In the instant case, admittedly above provisions of Section 25F are not complied with. The workman concerned, WW-01 has denied in her deposition that any amount was paid to her at the time of her termination. Three months’ salary was credited to her bank account only after two months of her termination. MW-01 has stated in cross-examination that Mrs. Mahua Ghosh was given three months’ notice pay, but in addition to that neither any compensation was paid to her nor any reason for her termination was mentioned in the notice. The termination letter filed as Annexure-2 to the examination-in-chief of MW-01 also does not indicate that any amount of compensation or salary was paid to her or any reason was given at the time of her termination. Contrary to it the termination letter mentions that final settlement will be processed within two weeks from the date of termination which substantiates the statement of WW-01 that after two months of her termination salary was credited to her bank account.

18. In view of above, it is established that the provisions of Section 25F of the Act of 1947 were not complied with before her termination which renders her termination illegal. Therefore, she is entitled for reinstatement.

19. So far as back wages is concerned, the workman has nowhere stated in her statement of claim or in her deposition that after her termination she was not working for gain which was incumbent upon her to mention. In

Hindustan Tin Works Ltd. v. Its employees, 1978-II-LLJ 474 Hon'ble the Apex Court has held that ordinarily workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed during the forced idleness. This was normal rule and the party objecting to it must establish the circumstances necessitating departure. But the concept of granting back wages has undergone sea change. In the case of **Allahabad Jal Sansthan v. Daya Shankar Rai**, 2005 (5) SCC 124 the Hon'ble Apex Court has held

“..... Earlier in the event of an order of dismissal being set aside, reinstatement with full back wages was the usual result. But, now with the passage of time it came to be realized that the industry is being compelled to pay the workman for a period during which he had apparently contributed little or nothing at all, for a period that was spent unproductively, while the workman is being compelled to go back to a situation prevailed many years ago when he was dismissed. It is necessary for us to develop a pragmatic approach to problem dogging industrial relation.”

In the case of **Allahabad Jal Sansthan** (supra) the respondent had not raised any plea in his written statement that he had been sitting idle or had not obtained any other employment in interregnum. On the question being raised by the employer for non-entitlement of back wages on this ground, the Hon'ble Apex Court observed as below:

“The learned counsel for the appellant, in our opinion, is correct in submitting that pleading to that effect in the written statement of the workman was necessary. Not only no such pleading was raised, even in his evidence the workman did not say that he was continued to remain unemployed.”

20. Similarly in **UP State Brassware Corporation Ltd. v. Uday Narain Pandey**, (2006) 1 SCC 479 the Hon'ble Supreme Apex Court has again reiterated the above legal proposition –

“61. It is not in dispute that the Respondent did not raise any plea in his written statement that he was not gainfully employed during the said period. It is now well settled by various decisions of this Court that although earlier this Court insisted that it was for the employer to raise the aforementioned plea, but having regard to provisions of Section 106 of the Evidence Act or the provisions analogous thereto, such plea should be raised by the workman.”

21. Thus, to claim back wages, it was necessary for the concerned workman to have pleaded in his statement of claim that he remained unemployed during the period of his dismissal and he should have also adduced evidence to that effect. But, there is no such pleading in the statement of claim of the workman concerned, nor there is any evidence on this point. Thus she is not entitled for full back wages. However, keeping in view the circumstances of the case, I think it just and proper to award her one time lumpsum compensation of Rupees three lakh instead of full back wages.

22. In view of what has been stated above, the workman under reference is entitled for reinstatement in service with lumpsum back wages of Rupees three lakh.

23. Reference is answered accordingly.

Justice RAVINDRA NATH MISHRA, Presiding Officer

Dated, Kolkata,

The 12th September, 2019

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1820—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार मेसर्स हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 16/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.09.2019 को प्राप्त हुआ था।

[सं. एल-30011/30/2018-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 1st October, 2019

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2018) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Petroleum Corporation Limited and their workman, which was received by the Central Government on 26.09.2019.

[No. L-30011/30/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 16 of 2018

Parties: Employers in relation to the management of Indian M/s. Hindustan Petroleum Corporation Ltd.

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management	:	Mr. D.K. Kundu, learned counsel with Mr. A.K. Kundu, learned counsel and Mr. A. Basu, learned counsel.
On behalf of the Workmen	:	None

State: West Bengal.

Industry: Petroleum.

Dated: 17th September, 2019

AWARD

By Order No.L-30011/30/2018-IR(M) dated 25.10.2018 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the alleged demand of Kolkata Jilla Security and allied services Workmen’s Union, Kolkata vide letter dated 25.3.2014 to the management of H.P.C.L., Kolkata to Security Armed Guard and Supervisors through their Service Provider for the receipt of legal facilities like Bonus, Holiday Leave, Overtime, Field allowance etc. and remuneration is proper, legal and justified? If so, what relief the workmen (Security Armed Guard and Supervisors) are entitled to? What directions, if any, are necessary in the matter?”

3. When the case was taken up for hearing today, none appeared for the union, though the management was represented by its learned counsel. It transpires from record that though this reference is pending in this Tribunal since 09.11.2018 and inspite of opportunities, neither the union has ever appeared and filed its statement of claim, nor the management filed its written statement to proceed further with the case.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of its alleged demand as mentioned in the order of reference. Therefore, there exists no dispute for adjudication.

5. Therefore, the reference is disposed of accordingly.

Justice RAVINDRA NATH MISHRA, Presiding Officer

Dated, Kolkata,

The 17th September, 2019

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1821.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 21/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.09.2019 को प्राप्त हुआ था।

[सं. एल-26011/9/2018-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 1st October, 2019

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2018) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Steel Authority of India Limited and their workman, which was received by the Central Government on 26.09.2019.

[No. L-26011/9/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 21 of 2018

Parties: Employers in relation to the management of Indian M/s. Steel Authority of India Limited

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : None

On behalf of the Workmen : None.

State: West Bengal.

Industry: Steel

Dated: 19th September, 2019

AWARD

By Order No.L-26011/9/2018-IR(M) dated 29.11.2018 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the demand of Indian National Trade Union Congress (INTUC) (the faction led by Shri Chandra Shekhar Dubey as President) for not allowing one faction of INTUC in National Joint Committee for steel sector (NJCS) in the line of coal industry decision on JBCCI vide letter dated 11.01.2017, is genuine, justified and legal? If so, what relief the union concerned is entitled to?”

2. When the case was taken up today for hearing, none was responding calls for the parties. It transpires from record that though this reference is pending in this Tribunal since 17.12.2018 and inspite of opportunities, neither the union, nor the management has ever appeared before this Tribunal to proceed further in this reference.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of its alleged demand as mentioned in the order of reference. Therefore, there exists no dispute for adjudication.

5. Therefore, the reference is disposed of accordingly.

Justice RAVINDRA NATH MISHRA, Presiding Officer

Dated, Kolkata,

The 19th September, 2019

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1822.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बगलकोट सीमेंट एंड इंडस्ट्रीज लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलूर के पंचाट (संदर्भ संख्या 24/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुआ था।

[सं. एल- 29011/8/2014-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 1st October, 2019

S.O. 1822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2014) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bagalkot Cement and Industries Limited and their workman, which was received by the Central Government on 25.09.2019.

[No. L-29011/8/2014-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 13th SEPTEMBER 2019

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

C R No.24/2014

I Party

The General Secretary,
Bagalkot Cement Company Worker's Union, R O
Kamgar Sadan, Mucchandi Cross,
BAGALKOT – 587 101.

II Party

The Managing Director,
M/s. Bagalkot Cement and Industries Limited,
BAGALKOT – 587 101.

Appearances :

I Party : Sh. M H Bhat, Advocate

II Party : Sh.N M Hansi, Advocate

1. The Government of India, Ministry of Labour vide order No. L-29011/8/2014 – IR(M) dated 09.02.2014 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial

Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of management of Bagalkot Cement is just and fair in deducting ESI contribution from its nine workers, by transferring their services from mine to cement factory. If not, to what relief the said workmen are entitled to?”

2. Subsequent to reference of the case notice was issued to both the parties. Though vakalath was filed for both sides, thereafter they remained absent. The 1st Party though served has not appeared to pursue their claim.

3. In the circumstance, it is inevitable to hold that the 2nd Party failed to justify their action. At the same time the 1st Party workmen since did not put forth their claim they are not entitled for any relief.

AWARD

Reference is Rejected

(Dictated to U D C, transcribed by him, corrected and signed by me on 13th September 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1823.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ओ०एन०जी०सी० लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 45/2019) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुआ था।

[सं. एल-30011/9/2018-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 1st October, 2019

S.O. 1823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2019) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N.G.C. Limited and other and their workman, which was received by the Central Government on 25.09.2019.

[No. L-30011/9/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 45/2019

The General Secretary,
ONGC Contract Employees Union,
15, Sewak Ashram Road,
Dehradun – 248001

...Workman

Versus

- (i) The Deputy General Manager (Security),
M/s. ONGC Ltd., Tel Bhawan,
Dehradun – 248 003

(ii) The Managing Director,
 M/s. Uttrakhand Purv Sainik Kalyan Nigam Ltd.,
 Station Sub Area Canteen Complex,
 Garhi Cantt., Dehradun – 248 003

...Managements

AWARD

A reference under clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) was received from the Central Government, Ministry of Labour and Employment for adjudication vide letter No.L-30011/9/2018-IR(M) dated 31.10.2018 for adjudication of an industrial dispute with the following terms:

'Whether the action of the management of M/s ONGC Limited, Dehradun in directing the M/s Uttarakhand Purva Sainik Kalyan Nigam Limited, Dehradun (contractor) for compliance of Directorate General Resettlement (DGR) guidelines which resulted in ousting 24 contract labours (security guards) is legal and justified. If not, to what relief the workmen are entitled to?'

2. On receipt of the above reference, notice was sent to the workman union as well as the managements, calling upon the workman union to file their statement of claim. However, Shri Anil Kumar, General Secretary of the workman approached the Tribunal on the date fixed, i.e. 16.09.2019 and filed letter dated 16.09.2019 Ex.C-1, averring therein that the claimant union alongwith the principal employers ONGC and M/s Uttarakhand Purva Sainik Kalyan Nigam Limited, Dehradun (contractor) have in principle accepted the Fair Wage package for contract workers deployed by the employers/contractors in the establishment of ONGC. The Fair Wage policy provides for higher than minimum wages, statutory benefits, insurance benefits and social security to the contract workers deployed in the establishment of ONGC. The workmen connected in the dispute have executed affidavits cum declaration that they do not desire to proceed further with the reference.

8. Statement of Shri Anil Kumar, General Secretary of the workman union and Col. S.C.S. Bhandari, Chief Project Officer, Uttrakhand Purv Sainik Kalyan Nigam Ltd. were recorded separately. In view of Ex-C-1 and the statements of the above witnesses, there remains no grievance between the parties. The claim now stands settled. Ex.C-1 shall form integral part of the Award. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

Dated : September 18, 2019

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1824.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इण्डियन ऑयल कार्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 38/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.09.2019 को प्राप्त हुआ था।

[सं. एल-30012/37/2009-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 1st October, 2019

S.O. 1824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2009) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and their workman, which was received by the Central Government on 25.09.2019.

[No. L-30012/37/2009-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sh. A.K. Singh, Presiding Officer**ID No. 38/2009****Registered on:-22.03.2010**

Sh. Rakesh Kumar, S/o Sh. S.N. Sharma, R/o H.No.166/3, Bhagwati Nagar, Ext. Jammu.Workman

Versus

1. Divisional Manager, Indian Oil Corporation Ltd., DO22-O/B, J.D.A. Commercial Complex. Rail Head, Jammu
2. Managing Director, Indian Oil Corporation Ltd., Plot No.3-A, Sector 19-A, Chandigarh.
3. Chairman, Indian Oil Bhawan, G-9, Ali Yavar Jung Marg, Bandra(East) Mumbai-400051.Respondents

AWARD**Passed on:-02.08.2019**

Central Government vide Notification No. L-30012/37/2009-IR(M) Dated 12.03.2010, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Indian Oil Corporation Limited in terminating the services of Shri Rakesh Kumar S/o Sh. S.N. Sharma, R/o 166/3, Bhagwati Nagar, Extn. Jammu, w.e.f. 26.05.2006 is justified and legal? To what relief the workman is entitled and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he had joined the services of the respondent-corporation on 01.07.2004 on monthly salary of Rs.3,000/- and worked till 26.05.2006 without any interruption. Claimant attended different petrol pumps and for the purpose management had issued the office Punch Card No.60792 and his attendance was marked regularly. The Divisional Manager, Indian Oil Corporation Ltd., respondent no.1 had all of sudden told the workman not to resume his duties from 26.05.2006 and ousted from the job without any reason. Workman/claimant requested the respondent no.1 to allow to work in the office but adopting unfair labour practice, terminated his services without giving any notice and violating the provision of the Industrial Disputes Act which is unjustified in the eye of law. The petition filed for adjudication before the conciliation officer was withdrawn by the claimant on the basis of assurance given by the management that he would be reinstated into the service but, management did not allow to resume his services and again defrauded and cheated for his no fault. After giving legal notice for the statutory period, claimant has approached to this Hon'ble Court for adjudication of his grievances. The workman is totally unemployed since the date of retrenchment/termination of his services by the management as such, he is entitled to be reinstated in service with full back wages along with continuity of service with all consequential benefits attached with the post.

2. The respondent-corporation has filed its written statement, alleging therein that claimant/workman was never employed by the Indian Oil Corporation Ltd. The respondent-corporation being a public sector undertaking employ persons in accordance with the recruitment rules/regulations/policies etc. of the corporation and as such, workman was never selected, recruited and appointed by the respondent-corporation. In fact, respondent-corporation is engaged in the production, refining and marketing of petroleum products through various refineries, depots, terminals, plants and administrative officer, area officer at various places all over India. All the primary and main jobs are being maintained by the regular employees of the respondent-corporation and certain incidental jobs at the aforesaid divisional office like maintenance, checking of delivery units at retail outlets, haulage operations such as gardening, housekeeping, loading/unloading, outdoor jobs, grass cutting, binding of challans and transport bills, electrical maintenance and other miscellaneous jobs, which are not regular in nature, are being carried out through contractors. It is pertinent to mention that the contract is awarded to the contractor by the respondent-corporation for the jobs on contractual basis in respect of number of jobs to be engaged by the contractors. The payment to the contractors are made as per the bill submitted by them and corporation ensures the payment of wages to the labourers by the contractor under the labour laws from time to time. The factum of withdrawal of the conciliation proceeding before the labour commissioner, Jammu, has been denied by the management on the assurance of reemployment by the management to the workman. It is stated that there was no employer-employee or master and servant relationship between the respondent-corporation and the claimant/applicant and as such, the reference made is ultravires and is liable to be rejected by the Hon'ble Court. Management has further

alleged that claimant is not fall within the definition of ‘workman’ as he was contractor/worker and he himself used to do work of checking and maintenance of delivery units at retail outlets and was being paid by the respondent-corporation on the basis of bills submitted by him for the works done. The periodicity of payments made to him by the respondent-corporation would clearly establish the fact that he was not getting the salary amounting Rs.3,000/- as is alleged by the workman. It is prayed by the respondent-corporation that applicant/claimant is not entitled to any relief of reinstatement, back wages etc. in the peculiar facts and circumstances of the case and the reference is devoid of merit and is liable to be dismissed.

3. Both the parties were given opportunities to lead evidence. Workman, Rakesh Kumar, has submitted his affidavit Ex.A-1 and has proved the documents Ex.P-1 to P-19 filed along with his affidavit. This witness has accepted in his cross-examination that he was neither interviewed nor appointment letter was issued to him by the management. He has stated that he was looking after the maintenance job of dispensing units and retail outlets but denied that he was not getting salary. He has accepted that bill Ex.M-1 to M-18 bears his signature and submitted by him. He has further stated that he was used to sent at the retail outlets by the engineering-department officers Sunil Kumar and Chetan Patwari. He has further stated that his PF was not deducted and no PF number was given by the management.

4. Respondent-corporation has submitted affidavit Ex.R-1 of Chetan Patwari, Area Manager, Indian Oil Corporation Ltd., along with documents Ex.M-1 to M-18. During the course of cross-examination, this witness has stated that he had joined the management in August, 1999 as officer and an agreement is always executed between the contractor and management in writing and without signing of agreement no work can be assigned to the contractor. He has also accepted that contractor has no role in the official meeting of management. This witness has also accepted that cheques Ex.P-1 to P-16 was issued by the corporation against the bill submitted by the claimant Rakesh Kumar and punch card was issued to the employees as well as non-employees of the corporation. Thus, this witness has categorically stated that the agreement is executed between the corporation and contractor in writing and without signing of agreement works were not assigned to any contractors.

5. I have heard Sh. J.S. Rangi, Ld. Counsel for the workman and Sh. Paul S. Saini, Ld. Counsel for the management and perused the record carefully.

6. Learned counsel of the workman has submitted that he has joined the respondent-corporation on 01.07.2004 as worker and served in this capacity for time being and on being satisfied with the work of the workman, he was assigned the work of office job boy(SDRSM) till his retrenchment/termination on 26.04.2006. Learned counsel further contended that workman was neither contractor nor any agreement is executed with the respondent-corporation by the claimant/workman. Learned counsel of the workman vehemently argued that services of the workman was terminated in utter violation of Section 25-F of the Act without giving any notice and one month salary in lieu of notice. It is further argued that to avoid the provident fund, gratuity and other benefits accruing to the claimant, respondent-corporation has adopted noval method for taking a bill signed by the workman against the payment of salary. Learned counsel for the workman has further contended that workman was under the control of management and was paid salary through cheques by the management as such, there existed relationship of employer and employee, master and servant. Learned counsel has placed reliance in the case of Dharangadhara Chemicals Works Ltd. Vs. State of Saurashtra, AIR 1957, Supreme Court page 264, Ram Singh and others Vs. Union Territory Chandigarh and Oths., Civil Appeal No.3166/2002, decided on 07.11.2003 and in Steel Authority of India Ltd. Vs. Union of India and Oths.(2007) 1, Supreme Court cases, page 630, which deals with the relationship between employer and employee/master and servant and forum for deciding nature of employment of workman with establishment and contractors.

7. Per contra, learned counsel of the respondent-corporation vehemently argued that claimant is neither workman nor appointed by the respondent-corporation for the work of corporation since 01.07.2004. It is also contended that there was no relationship of employer and employee/master and servant between the workman and management as such, respondent-corporation has no liability towards the claimant/workman. Learned counsel further argued that being the contractor, his services were taken by the respondent-corporation against the maintenance bill, and payment were made to the claimant as such, he was not a salaried employee of the respondent-corporation. Hence, question of issuing notice or payment of one month salary was not required as per law.

8. There is no dispute about preposition of law that onus to prove that claimant was in the employment of management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he worked with the employer for 240 days or more in a calendar year. In this regard reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Mehgajibhai Gavda (2012) 1 SCC 47.

9. There is hardly any dispute with the preposition of law as propounded in the aforesaid case. However, the factual scenario in the present case is bit different, inasmuch as the management in its written statement has clearly

admitted the factum of employment of the claimant inasmuch as it has been stated that the claimant was engaged as a contractor/worker by the respondent-corporation in the month of July 2004 and paid for maintenance bill submitted by claimant against the bill accordingly. As such, it clearly establishes relationship of employer-employee between the management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein, the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as follows:-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

Thus Hon'ble Supreme Court has clarified that the definition of workmen also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of Section 2(S) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the claimant herein admittedly falls within the definition of 'workman' under Section 2(S) of the Act.

10. The question which is relevant for consideration is the status of claimant as per assertion of the management. The management has asserted in Para 7 of written statement that claimant Rakesh Kumar himself was the contractor/worker who used to do the job against the contract awarded to him by the respondent-corporation. It appears that management wants to say that in fact claimant was awarded contract which is performed by himself and not by the labours engaged by him. The term contractor has been defined in Section (2)(1)(c) of the Industrial Disputes Act, 1947 as a person who undertakes to produce a given result for the establishment other than a mere supply of goods or articles of manufacture to such establishment through contract labour or who supplies contract labour for any work of the establishment and includes sub-contractor. Thus, it is very much clear from above definition that contractor and labour does not be same person at the same time for the work of establishment taken under the contract.

11. Learned counsel of the management argued that oral contract was awarded to the claimant for the work of maintenance against which workman has submitted his bills and payment is made by the respondent-corporation accordingly. In fact, there is no specific averment in written statement about the nature of agreement and terms & conditions of contract nature of work assured(if) any to the claimant which is paramount consideration or agreement/contract between two parties. Contrary to this, witness Chetan Patwari, Area Manager, who has filed his affidavit in evidence as Ex.R-1 on behalf of the management has not stated anything about the nature of contract (oral or written), terms & conditions of contract or time period of contract with the claimant in his affidavit. But he has accepted during the cross-examination by the workman-counsel that an agreement was executed with the contractor by the corporation while awarding the contract and without signing the agreement, no work can be assigned to the contractor.' Contractor has no role in the meeting of management. Thus, it is clear that without written agreement no work could be assigned to any contractor by the management. The statement of the witness appears to be reliable and true looking the nature and constitution of the management being a Public Sector Undertaking. Hence, this Tribunal is of the considered opinion that, management has utterly failed to prove that claimant was engaged as contractor by the management without any licence or documents required under Contract Labour Act, 1960.

12. Learned counsel of workman/claimant has contended that claimant was an employee of the corporation/management and was paid salary for his services rendered to the management since his employment. The fact regarding the payment of salary by the respondent-corporation has been specifically pleaded and mentioned in the claim petition as well as affidavit filed by the workman in his evidence. He has alleged that he was appointed as worker initially and subsequently Office Job Boy(SDRSM) by virtue of his performance in the establishment having punch card no.60792 to his credit. The affidavit in the form of evidence as submitted by the workman is in the line of the facts alleged in the claim statement. Learned counsel of the workman has drawn my attention towards documents P-1 to P-15, which is a Photostat copies of cheques issued by the respondent-corporation in the name of Rakesh Kumar. Learned counsel for the workman contended that this was salary which was paid by the management to the workman by taking a bill for the purpose. Contrary to this, learned counsel of the management has drawn my attention towards the documents Ex.M-1 to M-16, which is in the form of bills signed by the claimant/workman, alleging therein the maintenance work done by him. Perusal of bill reveals that mostly the bills relates to Rs.3,000/- only, executed on different dates. Natural question arises as whether this is the bill regarding the maintenance as is mentioned in Ex.M-1 to M-16 or it is a salary

given by the respondent-corporation to the claimant/workman. Learned counsel of the workman has drawn my attention towards the Ex.M-10, M-12, M-13 and M-14, which relates to the office work and interviews conducted by the respondent-corporation with the assistance of the workman/claimant in interview as a Coordinator for the staff work etc. from 1st to 6th August. Ex.M-12 further clarify that claimant was engaged as interview coordinator for 6 days at the rate of Rs.150/- per day and mobile bill at the rate of Rs.200/-. These bills are related with the date 07.07.2005, 31.07.2005, 31.08.2005, 30.09.2005 and 31.12.2005. Further question arises that if the claimant was in fact a contractor then how he was engaged as interview coordinator for such a long time and he worked as co-ordinator for the interview conducted by the corporation as is evident from the photograph Ex.P-17 in which claimant/workman was marked by red circle. It is pertinent to mention that learned counsel of the management has not asked any question during the course of cross-examination from the claimant on these documents which are such a relevant papers to find out the actual nature of work performed by the workman during his tenure as an employee of the respondent-corporation. Thus, it can be safely inferred that workman had worked as office-boy and directly paid by the respondent-corporation throughout his employment as such.

13. The facts and evidence of case, in hand, reveal that claimant/applicant was directly under the direction and control of the respondent-corporation being the employer as his salary was paid by the respondent-corporation and it has right to regulate his employment. This observation finds support with the documents mentioned above relating to engagement of claimant/applicant as a interview coordinator for the interview conducted by the respondent-corporation on different dates and in different months. This belie the stand taken by the management that claimant was contractor and accordingly paid for maintenance work done by him under contract. It is beyond imagination that management has right to award a contract to a person orally as is alleged by the management. Hence, this Tribunal is of the opinion that though, claimant was paid always against the bills submitted by the claimant to the tune of Rs.3,000/- or Rs.3100/- only for relevant months in order to avoid the liability towards workman under Industrial Disputes Act, Employees Provident Fund Act.

14. So far as the question which arises for consideration is whether the workman has completed 240 days in preceding year before his termination for compliance of Provision of Section 25-F of the Industrial Disputes Act, 1947. Management has neither in his written statement nor in the affidavit of Chetan Patwari, Area Manager, has specifically denied that claimant/applicant had not performed his duties from 01.07.2004 to 26.05.2019. Similarly, management has not filed any other evidence to prove that claimant/applicant did not worked for 240 days on preceding year of his alleged termination. So, vital question arises for consideration is whether termination of the claimant from his services by the respondent-corporation from 26.05.2006 is in accordance with the law or in violation of the provisions of Section 25-F of the Act. According to the learned counsel of the workman, he was assigned the work of Office Job Boy(SDRSM) due to his sincere service and performance assessed by the management. He has also alleged in his claim statement as well as affidavit filed as evidence Ex.A-1 that after termination, he approached to the respondent-corporation for reinstatement as work was available with the respondent-corporation but all in vain. It is neither the case of the management that any notice or compensation in lieu of notice period was given to the claimant prior to termination of his services w.e.f. 26.05.2006, nor any such evidence has been adduced on record by the management. Contrary to this, management has asserted that there did not exists relationship of employer-employee or master and servant as such, one month notice or compensation, in lieu of notice is not required but this fact could not be proved by the management on the basis of the evidence produced before this Tribunal. In these circumstances, this Tribunal has no hesitation to hold that the services of the workman/claimant were terminated by the management from 26.05.2006 in violation of Section 25-F of the ID Act, 1947.

15. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the management to be illegal and void under the law. Since there is no evidence on record that any valid notice was issued by the management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him as such, action of the management in terminating the services of the workman is held to be illegal and void.

16. Now the residual question for consideration is whether the claimant/workman is entitled to any incidental relief of payment or back wages and/or reinstatement of service with full back wages. It is proved on record that claimant/workman was continuously in the employment of the management from 01.07.2004 to 26.05.2006 on regular basis. There is no show cause notice or memo issued to the claimant/workman by the management. Moreover, the job of the workman is of perennial and regular nature though, he was not appointed on the basis of advertisement, written examination or interview whatsoever as per rule. Thus, he has worked with the respondent-corporation almost 22 months regularly. Though, the workman/claimant has pleaded that he is unemployed from the date of his termination but this fact is not proved by the claimant through affidavit filed as evidence meaning thereby he is doing some intermittent job or gainfully employed to make livelihood for himself or his family.

17. The Hon'ble Apex Court in case "*Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya*" reported as (2013) 10 SCC 324 has held as under:

"The propositions which can be culled out from the aforementioned judgments are:

- "i) *In case of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) *Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the workman was gainfully employed and was getting wages equal to the wages he was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."*

18. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25-F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

19. A Bench of three Judges of the Hon'ble Supreme Court in the case of *Hindustan Tin Works Private Limited vs. Employees of Hindustan tin Works Private Limited (1979) 2 SCC 80*, held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workman must ordinarily lead to the reinstatement of the services of the workman along with payment of back wages.

20. However, Hon'ble Apex Court in the case of *General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716* observed as under:-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

21. Yet, in another latest judgment i.e. *District Development Officer Vs. Kanti Lal 2018 LLR 225* while considering the question of reinstatement along with back wages of a daily wager, who have put two and a half years of service, the Hon'ble Apex Court granted a lump sum compensation of Rs.2.50 lac in lieu of reinstatement. The workman herein was not holding a regular post. Having regard to duration of service, it would be in the interest of justice and fair

play if compensation of Rs.1,50,000/- be awarded as lump sum compensation to the workman. Accordingly, the reference is answered by holding that action of the respondent-corporation in terminating the service of workman Rakesh Kumar is illegal and an amount of Rs.1,50,000/- is ordered to be paid as lump sum compensation to the said workman by the respondent-corporation and in case, this amount is not paid within one month from the date of publication of the award, the workman shall be entitled to the said amount with 6% interest from the date of making of the reference till realisation.

A. K. SINGH, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1825.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 138/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.10.2019 को प्राप्त हुआ था।

[सं. एल—12012/72/2007—आई आर (बी-II)]
सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st October, 2019

S.O. 1825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 138/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of *Canara Bank*, and their workmen, received by the Central Government on 01.10.2019.

[No. L-12012/72/2007-IR(B-II)]
SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 25TH September 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR No. 138/2007

I Party

Shri. Ganganarasimhaiah,

S/o Sh. Kambaiah, NES Extension,

Gandhinagar, Magadi Town,

Bangalore Rural District,

Bangalore – 562 120.

II Party

The General Manager (P),

Canara Bank,

112, J.C. Road,

BANGALORE – 560 002.

Appearance

Advocate for I Party : Mr. M. Rama Rao

Advocate for II Party : Mr. T.R.K. Prasad

AWARD

The Central Government vide Order No. L-12012/72/2007-IR(B-II) dated 08.10.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity ‘the Act’ hereafter) referred the following Industrial Dispute for adjudication.

“Whether the punishment of the compulsory retirement imposed on Shri. Ganganarasimahaiah by the management of Canara Bank is legal and justified? If not, to what relief the workman is entitled?”

1. The 1st Party workman herein, joined the service of the 2nd Party as Daily Wage Sub-Staff on 17.10.1990, subsequently his service was confirmed as Duftry cum Cash Peon as Sub Staff Leader on 18.07.1992. While working at V.G.Doddi, on 19.08.2004 he was kept under suspension on certain allegations, Charge Sheet dated 28.04.2005 followed. Domestic Enquiry was held on appointing the Enquiry Officer; the Enquiry Officer submitted his report holding the workman guilty of the misconduct. The workman submitted his remarks to the enquiry report, the Disciplinary Authority without considering his representation imposed the penalty of compulsory retirement w.e.f 15.03.2006.

2. The grievance of the 1st Party as per his claim petition is, the allegations made against him are totally false and without any basis; the enquiry was an empty formality without affording any reasonable opportunity to him. The Enquiry report is without application of mind of Enquiry Officer, there was no evidence before the Enquiry Officer establishing that he has committed the misconduct. The penalty imposed on him is harsh excessive and highly disproportionate. He has a large and dependent family. Due to the order of illegal termination under the guise of Compulsory Retirement, his family and himself are put to starvation and destitution.

3. The 2nd Party in their Counter Statement justified their action. It was contented that the Domestic Enquiry was conducted as per the provisions of Canara Bank Service Code which is in condolence with the Bipartite Settlement. The finding of the Enquiry Officer is fair proper and reasoned; the Enquiry Officer had given all fair, reasonable and proper opportunity to the 1st Party. After analysing the finding of the Enquiry Officer and the submission made by the CSE to the enquiry report and also the connected records the Disciplinary Authority concurred with the findings of the Enquiry Officer; punishment of compulsory retirement was proposed to him, personal hearing was also given. Taking into consideration of his submission during the personal hearing, so also the gravity of the misconduct and connected records, in the circumstance of the case, the Disciplinary Authority agreed with the Enquiry Officer by holding him guilty of the misconduct and imposed the punishment of compulsory retirement under xi Regulation iv Clause B of Canara Bank Service Code of the 1st Party. He challenged the orders of the Disciplinary Authority before the Appellate Authority and the same was rejected by confirming the Punishment Order.

During the enquiry it was proved that, the 1st Party has gained pecuniary benefits and tried to conceal the same by making false entries. The records itself speak that he was the beneficiary under the transaction; such an act on the part of the employment is grave.

4. Vide order dated 17.05.2013, the validity of the Domestic Enquiry held against the 1st Party is upheld.

The 1st Party workman has testified stating that, because of his active participation in the Workers Union of which he is a member, he became an eye sore to the 2nd Party, they wanted to send him out of employment; on false and baseless allegations, he is thrown out of employment. It is a clear case of victimisation and unfair labour practice. Further he has stated that along with his wife and parents he is virtually under starvation and destitution, none of the family members are earning etc.

Written argument is submitted by the 1st Party, Sh. TRKP for the 2nd Party submitted his oral argument.

5. The allegation against the 1st Party as per the Charge Sheet is,

On 03.04.2000, FGC 1/2000 for Rs. 25,000/- (Twenty Five Thousand Rupees Only) was granted to his Father Sh. Kambaiah S/o Rangaiah, Nayakanapalya, Magadi Taluk,

On 01.03.2000, Sh. Robert Hoover the then Manager had allowed TOD for Rs.1,000/- (One Thousand Rupees Only) in the SB A/c No. 519 of Sh. Kambaiah.

At the request of the 1st Party on 24.03.2000 for further finance of Rs. 25,000/- (Twenty Five Thousand Rupees Only) in his father’s Account, Sh. R R Hoover prepared Debit and Credit Slips for Rs. 25,000/- (Twenty Five Thousand Rupees Only) by debiting FGC A/s and Crediting SB A/c of Sh. Kambaiah. The 1st Party had informed the Manager that his father will be visiting the Branch for executing the Loan paper but he did not come to the Bank on that day. Hence, Loan papers were not executed. The 1st Party posted the Credit slips in SB 519 of Sh. Kambaiah and withdrew Rs. 15,000/- (Fifteen Thousand Rupees Only) from his SB A/c on the same day to set right the unauthorised debit.

On 20.05.2000, he unauthorisedly debited from SB A/c 1550 of Sh. Rama Krishnaiah without the knowledge of the Manager and without preparing any slips for debiting the Account and without showing any corresponding credit. He debited the amount in Ledger sheet only and did not make any entry in the Subsidiary sheet.

He brought to the notice of the Manager about the unauthorised transaction on 31.03.2000. Subsequently, Sh. R R Hoover passed the slips on that day by debiting SB A/c 1550 of Sh. Rama Krishnaiah and Crediting FGC subsidiary without slips. By doing so the entry pertaining to FGC Loan granted in favour of Sh. Kambaiah on 24.03.2000 was reversed and the unauthorised debit in SB A/c 1550 of Sh. Rama Krishnaiah remained outstanding. To set right the transaction of unauthorised debit in SB A/c 1550 and crediting FGC Head, Sh. R R Hoover hurriedly sanctioned a Loan FGC 1/2000 for Rs. 25,000/- (Twenty Five Thousand Rupees Only) to Sh. Kambaiah on 03.04.2000 and duly obtained Loan papers from him by crediting the proceeds of SB 1550 Sh. Rama Krishnaiah. By re-crediting the unauthorised debit, the 1st Party has posted the debit slip pertaining to the transaction; unauthorisedly he made entries in his father's and Sh. Rama krishnaiah accounts.

Sh. Chennavenkataiah, PTE of the Branch had extracted the Balancing of Rs, 3,00,196/- (Three Lakhs One Hundred and Ninety Six Rupees Only) before the debit of Rs. 25,000/- (Twenty Five Thousand Rupees Only) on 25.03.2000 in SB Balancing book, the 1st Party deliberately made alteration in the balancing book and altered the amount to Rs. 2,75,196/- (Two Lakhs Seventy Five Thousand One Hundred and Ninety Six Rupees Only). He has admitted having made these alterations in the SB Balancing Book; he has also made alterations in SB Control Registers and a Closing Balance Subsidiary to tally the books which amounts to tampering and falsification of the Bank's records. To conceal the unauthorised debit in SB 1550 of Sh. Rama Krishnaiah, he deliberately left out the debit and credit entry while updating his Pass Book. He has admitted having deliberately left out these entries in the Pass books. Sh. Rama Krishnaiah having nothing to do with the transaction and the Manager granted Loan to accommodate the 1st Party since, he pressurised the Manager to grant the said Loan.

Sh. R R Hoover allowed DTS in SB account 2450 of Smt. Suvarnamma, who is the Wife of the 1st Party on 8 occasions between 16.04.1999 to 23.05.2000 totalling to Rs.55,857/- (Fifty Five Thousand Eight Hundred and Fifty Seven Rupees Only). That apart, she was granted with DPN RT 22/98, further Loans are granted to the 1st Party and his father under ALS 10/82 for Rs. 25,000/- (Twenty Five Thousand Rupees Only) and ALBL 98/2003 for Rs. 25,000/- (Twenty Five Thousand Rupees Only) for which concurrence of the controlling office was not taken.

By his above action he has also caused wilful damage to the property of the Bank and its Customers. He has controvorted XI Regulation 2(a) of Canara Bank Service Code and committed a grave mistake. His action also being prejudicial to the interest of the Bank, it amounts to grave misconduct within the meaning of Chapter xi Regulation 3 Clause M of the Canara Bank Service Code.

6. During the enquiry, two witnesses were examined for the Management and 19 documents were marked in his evidence. The 1st Party opted not to adduce evidence, however produced his Balancing Book as defence document, his statement was recorded by the Enquiry Officer wherein, he has stated to the effect that, his statement was taken by the Investigating Officer under threat. His statement is recorded as below

“.....it is true I have done as per the instructions of Sh. Robert Hoover and I have not done anything by myself. During the Investigation both Guruprasad and Sh. H. N. Ramesh have threatened me that the case would be handed over to Police. Hence, with fear of Police and dictated by Sh. Ramesh..... I do not know English or Kannada correctly.....”.

7. The two witnesses examined by the prosecution were the Investigating Officer and a Part time Employee of V.G. Doddi Branch. Through MW-1/ Sh. H N Ramesh the Investigating Officer, his Investigating Report the statements of the CSE and of the witnesses, the relevant SB Ledger Sheets, Debit Slip, Loan Ledger Sheet, SB Daily Control Register Copies for the relevant period, relevant SB Subsidiary Sheet and the Pass Book of Sh. Rama Krishnaiah were marked as Ex Mex - 1 to Ex Mex - 16.

MW-2 is Part time employee, the statement given by him before the Investigating Officer was marked as Ex Mex- 17. Wherein, he has stated to the affect at times as per the instruction of the Bank Manager he was taking out balancing. On 31.03.2000, he has taken out the balance of Ledger No.2. He had taken the balance pertaining to SB A/c 1550 for Rs. 3,00,196/- but then it did not tally. He is not responsible for the correction carried over....

With the above evidence the Enquiry Officer proceeded to record his findings, accepting the entire story of the prosecution. He records his finding, that CSE unauthorisedly made debit entries in the SB A/c 1550 for raising funds for personal gains; he has coerced the Manager to sanction Loan to his family members for personal gain and has tampered the Bank records by making alteration in SB Balancing Book to keep the records tally by fraudulent means on account of unauthorised debits.

8. Sh. TRKP for the 2nd Party submits that because of the dearth in Staff's strength, the Sub Staff used to be assigned the work of entering the Bank Registers and the Bank has taken disciplinary action against Sh. Robert Hoover the then Manager for his indulgence in the transactions.

On a perusal of the evidence placed before the Enquiry Officer, it is obvious that there was no evidence pointing towards the CSE for causing entries in any of the Management documents exhibited. None of his colleagues were brought before the Enquiry Officer to depose that he is the Author of the entries in the Management documents. The statements of the witnesses recorded by the Investigating Officer do not serve by themselves as evidence. These statements since not subjected for cross examination, they are not worth considering as evidentiary material. What is established by the evidence of MW-2 is, Part time employee has also made entries in the record and the total pertaining to SB A/c 1550 did not tally on 31.03.2000 and subsequently the entry is corrected by someone. He has never stated having seen the 1st Party handling the records of the Bank. The 1st Party workman is a Sub Staff with the education qualification of 7th Standard. No attempt is made to procure expert opinion that, the disputed entries are authored by the 1st Party workman. He has disputed the so called statement recorded by the Investigating Officer. Being a Sub Staff, it is a wild imagination to say that he was in a dominant position to harass his Superior Officer/the Bank Manager to sanction Loans by violating the procedure. Now it is submitted on his behalf that, all the Loan sanctioned in favour of his father and wife are cleared. His father is living separately from him and his wife earns her own income. I am unable to subscribe to this submission, if really that was the factuality; he ought to have examined his father and wife as his witnesses during the enquiry. Subsequent to the adjudication of the Preliminary issue he has adduced evidence contending that his Parent's and wife are dependent on him. There is contradiction between his own evidence and argument.

9. Let us peruse the charge segment wise,

though, his father Sh. Kambaiah was sanctioned Rs. 25,000/- (Twenty Five Thousand Rupees Only) Loan on 03.04.2000, the 1st Party requested for further Loan of Rs. 25,000/- (Twenty Five Thousand Rupees). Without executing Loan papers, the 1st Party posted the credit slips in the SB A/c 519 of Sh. Kambaiah and withdrew Rs. 15,000/- (Fifteen Thousand Rupees Only) from the said account on 24.03.2000, it is not shown that the entry in the SB A/c is made by the 1st Party. In the usual course the entries in the SB A/c should have been authored by the concerned Clerk. If at all the 1st Party had made such entry the witness to speak in the record was either the Manager or the concerned Clerk. The cheque leaf / withdrawal slip pertaining to Rs. 15,000/- (Fifteen Thousand Rupees Only) is not produced.

On 25.03.2000 he unauthorisedly debited SB A/c 1550 of Sh. Rama Krishnaiah, the credit slip and debit slip of 25.03.2000 and daily control register are not produced. Again, it is not established that the relevant entry in SB A/c statement / Mex-8 is that of 1st Party workman.

he has not made corresponding entry in the subsidiary sheet – but that is not the duty of a Sub Staff.

the above transaction was brought to the notice of the Manager by the 1st Party on 31.03.2000 on which the Manager passed the slips on 31.03.2000 by debiting the SB A/c of Sh. Rama Krishna and debiting the FGC Subsidiary– but same is not substantiated by the evidence.

That the debit slip was posted by him to Loan account Mex-12 of Sh. Kambaiah for his personal gain. It is not proved that the 1st Party is the Author of the entries in Ex Mex-12, though probably he might have enjoyed the Loan amount sanctioned. He made alterations in the balancing book and deliberately made alterations to Rs. 2,75,196/- (Two Lakhs Seventy Five Thousand One Hundred and Ninety Six Rupees Only) to tally the balance. He made alterations in SB control registers, closing balance in the subsidiary ledger to tally the book – but SB control register, balancing book and subsidiary ledger were not produced during the enquiry.

With a motive to conceal unauthorised debit in SB A/c of Sh. Rama Krishnaiah, the 1st Party left out debit and credit entry while updating the Passbook – not only that the 1st Party has no authority to make entry in the Passbook but also, it is not proved that he was the author of the entries in the passbook of Rama Krishna.

The TOD's in the SB A/c of Smt. Suvarnamma was allowed and Loan granted to Sh. Kambaiah without concurrence of controlling office – the responsibility of the omission is directly on the Manager.

The outcome of the entire evidence was, irregularly Loan was sanctioned to the father and Wife of the 1st Party workman. Both being the members of the family of the 1st Party it is highly possible that at the insistence of the 1st Party the Manager committed the irregularities as alleged in the Charge Sheet. However, there was no complaint against the 1st Party nor did the Bank suffered any financial loss from the alleged incident. Mere suspension with or without proof cannot take over the seat of legal evidence.

In the absence of any evidentiary material establishing

the complicity of the 1st Party workman in the manipulation of the Bank records, the finding of the Enquiry Officer that,

- (i) He unauthorizedly made debit in SB A/c 1550,
- (ii) He coerced the manager for sanction of Loans,
- (iii) He tampered the Bank records,

without the foundation of evidentiary material, is perverse. Wherefore, the Punishment order passed on the basis of such imperfect and fragile finding is illegal.

10. Having said so, now the focus is on the nature of relief to be moulded. The 1st Party though was not directly involved in the alleged misconduct, it is obvious that he was the beneficiary of the misconduct / irregular Loan sanction. The punishment of compulsory retirement on the 1st Party workman who was in the midway of his career and had the responsibility of raising a family on such petty reason is too harsh and disproportionate. The workman probably has few more years of service if reinstated into service, he is enjoying retirement benefits. Having observed that, he was an interested Party in the alleged misconduct in my considered opinion reinstatement with continuity of service without back wages is the appropriate Award that would meet the situation.

AWARD

The reference is accepted.

The order of the 2nd Party Canara Bank in imposing punishment of Compulsory Retirement from service dated 15.3.2006 against the 1st Party workman Sh. Ganaganarasimaiah is set aside.

The 2nd Party is directed to reinstate the workman into his original post with continuity of service without back wages.

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 25th September, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 70/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 01. 10.2019 को प्राप्त हुआ था।

[सं. एल-12012/44/2008-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st October, 2019

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of UCO Bank, and their workmen, received by the Central Government on 01.10.2019.

[No. L-12012/44/2008-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT, BANGALORE

DATED : 26th SEPTEMBER 2019

PRESENT: Justice Smt. Ratnakala, Presiding Officer

CR 70/2008

I Party

Sh. C.S. Srinathan,
No. 9, Akshaya Enclave,
Near Krishna Temple,

II Party

The Regional Manager,
UCO Bank,
Regional Office, 13/22,

Dwaraka Nagara, Ward No. 55,
Hosakerehalli,
Banashankari 3rd Stage,
Bangalore - 560 085.

Kempegowda Road,
Bangalore - 560 009.

Appearance :

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. Venugopal M S

AWARD

The Central Government vide Order No.L-12012/44/2008-IR(B-II) dated 01.09.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity ‘the Act’ hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of UCO Bank, Karnataka in (a) Reducing the Basic Pay from Rs. 14,330=00 to Rs. 13,770=00 w.e.f. 15.09.2006 and (b) Compulsory retirement from the Bank’s service with terminal benefits w.e.f. 15.09.2006 in respect of Shri C.S. Srinathan, Ex-Special Assistant, PFM No. 24968, UCO Bank, Peenya Branch, Bangalore, Karnataka are legal and justified? What relief the applicant workman is entitled to?”

1. The case of the 1st Party workman is,

he joined the service of the 2nd Party as a Clerk on 12.12.1979; while working in Peenya Branch he was issued charge sheet dated 26.11.2005 on certain allegations; he submitted his reply. The 2nd Party initiated Domestic Enquiry by appointing Enquiry Officer and the Presenting Officer. He was not afforded reasonable opportunity during the enquiry; the Enquiry Officer gave finding which is unreasonable and unjust. He submitted his Report holding Charge Nos. 1 and 2 were partly proved; Charge Nos. 3,4,5,7,9 and 10 were established by the Management and Charge Nos. 6 and 8 were not proved. He was called upon by the Chief Officer of the 2nd Party to submit his explanation to the Enquiry Report and also the dissent note in respect of Charge no. 1 and 2. Accordingly, he submitted his explanation; vide order dated 23.08.2006 2nd Party proposed the punishment of dismissal from service without terminal benefits. A personal hearing was granted; he reiterated his contentions and urged the Chief Officer to consider the gravity of alleged misconduct and to drop the proposed punishment of dismissal from service. The Chief Officer passed the final order of Compulsory Retirement with terminal benefits and imposed the punishment of reduction of basic pay from Rs. 14,330/- to Rs. 13,770/. The order amounts to double jeopardy and is excessive and the appeal filed by him before the Appellate Authority is turned down. Due to the punishment order he lost his livelihood, he has no source of income.

2. The 2nd Party contested the claim and justified their action, they have also contended that during the Domestic Enquiry he was given all reasonable opportunity and the enquiry held is proper, legal and justified. The Enquiry Officer has analysed the evidence of both parties and has given cogent reasons coming to the conclusion. The Disciplinary Authority was satisfied that the enquiry was held in fair and proper manner and he was given reasonable opportunity, the Disciplinary Authority is also satisfied about the reasonable findings of the Enquiry Officer. The contentions put forth by him in his representation and also during the personal hearing were examined by the Disciplinary Authority in detail. Taking into consideration all those factors the proposed punishment of dismissal from service without terminal benefits was revised to

- a) Reducing the basic pay from Rs. 14,330/- to Rs.13,770/- w.e.f. 15.09.2006.
- b) Compulsory retirement from the Bank’s service with terminal benefits w.e.f 15.09.2006 vide order dated 15.09.2006.

Before passing the order his service records were perused, the misconduct proved is grave in nature because of his rude and disorderly behaviour and also rendering poor service to the customers of the Bank, 79 Account Holders have closed their accounts due to the rude behaviour of the 1st Party that caused financial loss to the 2nd Party. The image of the 2nd Party was tarnished before the public for the involvement of the 1st Party in committing such misconducts. Punishment order is fully justified.

3. Vide order dated 10.07.2012 the validity of the Domestic Enquiry conducted against the 1st Party workman is upheld. 1st Party gave his evidence stating that he is not able to secure job anywhere in view of the punishment order, he has no other source of income. During his cross examination he admits that prior to issue of charge sheet he was issued memo for submitting false medical bills, he identified two memos issued in this regard as Ex M-1 is the memo and Ex M-2 is the minor punishment passed. He further admits that he was issued memo for his unauthorised absence, he

identified a complaint given by his colleagues against him as per Ex M-3, he further admits that on a allegation of misbehaviour with customer he was kept under suspension by order dated 21.09.1999 as per Ex M-4 and Ex M-5 is the show cause notice dated 06.10.1999 which was issued to him; on his reply punishment order of reduction of his basic pay by one stage was ordered.

Arguments addressed by both counsels.

4. The Charges held as proved and partly proved by the Enquiry Officer are:

Charge No.1 - (Proved) the allegation is -

- a) He is not in the habit of giving polite answers to customer queries.
- b) He did not ensure immediate payment at the counters against withdrawal slips /cheques.
- c) He did not issue cheque books to the customer on request
- d) He failed to adhere to time norms as per Talwar Committee recommendations regarding customer service.
- e) He was replying sarcastically to the customers that you are not the masters for us to give our salaries.

Charge No.2 - (Partly Proved) the allegation is -

He Misbehaved and used abusive language with a customer Mr. Kumar and reportedly told him that yours is a worthless account.

Charge No. 3 - (Proved) the allegation is -

When Ms. Sanjeevamma holder of SB Account No. 9329 enquired about her P.F cheque he expressed malice behaviour and threatened that he will slap on her cheeks and

shouted at her to close the account.

Charge No. 4 - (Proved) the allegation is -

Ms. Siddagangamama holder of SB Account No. 12338 complained about his rude behaviour, whenever she visits for SB transaction, he conversed in an abusive language saying you are fit to graze animals rather than coming for Bank transactions.

Charge No. 5 - (Proved) the allegation is -

Mr. M.B. Gangadhar holder of SB Account No. 136743 has stated about his rude behaviour; Mr. Gangadhar introduced many accounts and those account holders had similar experience.

Charge No. 7 - (Proved) the allegation is -

He was showing insubordination to the instruction of the Superiors to carry out customer service politely at SB counter and was issued warning letter by the Senior Manager.

Charge No. 9 (Proved) - the allegation is -

While borrowing in the name of his wife from Kalpathru Garmeena Bank he gave the name of his Wife as Ms. Triveni whereas her actual name is Ms. Manjula.

Charge No. 10 - (Proved) the allegation is -

Instead of helping the customers at the SB counter he was

accustomed to show finger towards the Senior Manager and Assistant Manager by asking the customer to contact them with intention to slow down the allotted work.

5. Going by the evidence placed in respect of the above charges, on behalf of the Management 9 witnesses were examined and 40 documents were exhibited; CSE opted not to adduce defence evidence, however 3 documents produced by him were taken on record. The Investigation commenced on the workman on a mass complaint dated 21.09.2005 given by the account holders to the Regional Manager both in Kannada and English version.

The first witness / MW-1 is the customer of the Bank having Account No. 7471 in the 2nd Party Bank, he identified the complaint given by him and it was already marked as Ex ME-1. However, during examination in chief evidence, itself he stated that he has given the complaint against the Branch as a whole, he did not pin point the CSE for any inconvenience, much the less delay in issue of cheque books. During the cross examination he was confronted with a letter authored by him appreciating good service of the CSE.

The second witness was another account holder, he followed the suit of MW-1 and went on to state that he has no complaint against the CSE.

The third and the fourth witnesses / lady customers were account holders, both of them did not corroborate the allegation made by them in their complaint Ex ME-6 and Ex ME-5 respectively, though they admitted their signature on the respective complaint.

The fifth witness / MW-5 another account holder / complainant is the person who introduced 150 accounts holders to the Bank. During the examination in chief itself he has stated that none of the customer introduced by him complained about the difficulties in the Bank. However, during the further course of evidence he stated that he did not write the complaint but signed the white paper at the insistence of the 1st Party. He cited an incident wherein he had rubbed with the 1st Party while crediting a cheque to the account of his sister. Further he stated that he has not come across any incident of misbehaviour of the CSE towards customers more so ladies.

The sixth witness / MW-6 was another complainant, his complaint was already marked as Ex ME-24, in the said complaint he had averred to the effect that as per the oral complaints of his employees (Power Gear Limited Peenya) the CSE was behaving very rude with his employee and making derogatory marks against them and no employee was happy with his service. He further asserted that the CSE is talking to several employees of the company who were signatories to the original complaint, pleaded innocence and requested their help to save his job, he also approached the witness on the similar plea on 11.10.2005; he was seen requesting the employees to drop the complaint filed by them against him. He elaborated on his complaint by stating that the CSE told his employees "if you want to complain to the Manager you can do so". During the cross examination he admitted that in the complaint lodged by the customers they had not named the CSE. During the cross examination also, he struck onto his examination in chief averments, he further stated during the cross examination that on 11.10.2005 CSE approached the witness by taking permission from watch and ward department and the reception counter, the movement of the every visitor will be recorded in the watch and ward register. After talking to him, 1st Party he was found talking to other staff members in the Administrative Building pleading with them to withdraw the complaint; this was reported to him by the employees. He further admitted that he had visited the Bank twice and there was no impolity by the CSE on such occasions. There was no delay for cheque books and withdrawal slips from the Bank.

The seventh witness / MW-7 was the former colleague of the CSE, he sated that CSE was rude with the customers and not obeying the orders of the superiors. In respect of the complaint Ex ME-1 lodged by the employees of the Power Gear Company he stated the customers and the CSE were clashing at the counter and it was the order of the day, such clashes were continuing from 15 minutes to half an hour depending on the intensity of their quarrel, that destructed the customer service. Since he was attached to May I help you department the customer will go to him for redressal of their grievance and they used to complain against the CSE. The complaint drew the attention of the Manager and many customers approached the Manager directly. After the CSE was placed under suspension he used to visit the Branch and was found moving with influential people of the local area; for the past 20 years whenever there is complaint against him he approaches the complainants, plays whichever card is suitable to them and tries to make them not to attend the enquiry and turn them hostile. He elaborated his allegation made during his examination in chief by stating that one lady by name Mrs. Gowaramma came to the Bank to withdraw the amount from her Bank and she was found weeping at the counter and going towards the Manager's chamber. On 12.03.2004 Mrs. Siddagangamma (MW-3) came to the Bank quarrelled with the CSE and wept. It was further extracted from him during the cross examination that on 14.10.2005 at the instance of the Manager he wrote complaint as narrated by MW-3 and MW-4 in Kannada.

The eighth witness / MW-8 was the Investigating Officer who had submitted his investigating report Ex M-9, he stated that most of the staff members are of the opinion that the CSE is not rendering good services at the counter, he had recorded the statements of the customers having grievance against the Branch. He also affirmed the statement of the then Manager and the Officials, whereby those officials had given statement against the CSE. He identified the statements of the aggrieved customers namely Gangadhar and M.S Sanjevamma and receiving the complaints from aggrieved customers Kumar and Siddagangamma. He further stated that during the course of investigation he visited the Branch and found sizeable number of Accounts were closed because of the deficiency in service. It was further brought during his cross examination that in the Investigation Report the witness had recorded about receiving the complaint from Gangadhar, M.S Sanjevamma, Kumar and Siddagangamma on 07.10.2005 in the presence of the Senior Manager. But in the Senior Manager's report dated 08.10.2005/ Ex ME-7 was silent in this regard.

The ninth witness / MW-9 was the then Senior Manager of the Branch, he identified the letter Ex ME-39 issued by the Manager to the CSE for his misbehaviour with the customers asking him to desist from misbehaviour with customers or else suitable disciplinary action will be taken against him. He further stated that the CSE was misbehaving with the customers and was giving rude replies, delaying payments and issue of cheque books etc., but he continued with his misbehaviour in spite of the warning letter and the oral instruction. He identified the complaint Ex ME-1 given by 60 customers in respect of the misbehaviour and non-cooperation of the CSE. He further stated that in spite of Superiors instruction to give courteous customer service at SB Counter, CSE was not carrying out the same and continues to

misbehave with the customer which has tarnished the image of the Bank. He had issued a letter to the CSE on 03.10.2005 with a copy to the Regional Bank, Ex M-7 is the report submitted by him to the Investigating Officer highlighting the above facts. He further stated that even for small things like issue of cheque book, opening of account CSE used to avoid and direct the customers either to the Manager or to the witness; deliberately he will slow down the allotted work and try to pass the work to his superiors.

6. One of the grounds of defence during his cross examination was, the Branch was insisting the customers to take LIC policies. During the further course of cross examination, the witness stated that the Branch was not insisting the customers for taking LIC policies but was requesting them to take the policies. The witness further stated that the CSE visited the branch after suspension and requested him to save him from the complaint. He was informed by many complainants of the Power Gear Limited Company that CSE had requested them with folded hands to drop the complaint against him. He had received oral complaint from Smt. Sanjevamman and Smt. Siddagangamma on 07.10.2005 and written complaint on 14.10.2005, in his report dated 07.10.2005 he could not report this fact since the written complaint was not yet given.

During the further course of cross-examination MW-9 admits having issued a memo to the CSE on 03.10.2005. It emerged during his further cross examination that the complaints were not registered in the inward mail of the Bank.

7. It was suggested during further cross examination that the complaint in English version (Ex ME-1) the name of the CSE was mentioned whereas it was not there in the Kannada version of the complaint marked as Ex ME-1A and also there was discrepancy in numbering the pages of ME-1 and ME-1A, MW-9 clarified that the complainants are of Industrial workers there in ambiguity in pagination; both English and Kannada are part and parcel of their letter dated 21.09.2005, both Regional Office and Branch Office had received the same in one cover, they are not the full translation of each other; they had regretted for omitting to include the name of the CSE in the Kannada version vide a subsequent letter dated 27.09.2005.

Though no defence evidence was adduced a letter dated 27.09.2005 addressed by the customers to the Regional Manager stating that they have not mentioned the name of CSE in their complaint at Kannada language was marked as Ex D-1. The Insurance policy of Group Saving Link Insurance scheme of the 2nd Party Branch was marked as Ex D-2 along with the identity cards of the policy holders; a letter addressed to the customers returning the cheques credited to their accounts was marked as Ex D-3, letters of appreciation by the customer about the service of the 1st Party rendered to them were also marked in Ex D-3 series.

8. Sh. M.D for the 1st Party while taking me through the evidence of the witnesses would urge that dissatisfaction of MW-1 was against the service rendered at the Branch in general and there was nothing pin pointing the 1st Party personally in his statement; MW-2 also stated about the general delay in the Branch without making any specific compliant against the 1st Party; MW-3 and MW-4 turned hostile to the prosecution case; MW-5 was the person who had signed a letter on a blank paper for the 1st Party; MW-6 was not a signatory to the complaint; MW-7 the colleague was unable to give the details of the 79 accounts which were closed. Even otherwise there was no allegation touching the integrity and honesty of the 1st Party. Though it was alleged that because of him customers closed their accounts with the Branch, no document was produced demonstrating that because of their dissatisfaction of the service rendered by the 1st Party the accounts were closed. Accepting the entire evidence as a whole then also what emerges is the 1st Party was rough in his attitude towards colleagues, customers and superiors. By the punishment of compulsory refitment he lost his valuable service of 11 years otherwise he would have attained superannuation in the year 2017. The punishment order is too excessive and harsh as against the nature of the allegations proved against him. The punishment virtually put an end to his prospects in the midst of his promising career; since he has crossed the age of superannuation suitable monetary compensation may be awarded.

9. As against this Sh. V.M.S for the 2nd Party submits that this was not the first case of misconduct in the career of the 1st Party. Twice, he was punished, in one case the allegation was similar to the present case. He is a habitual, though opportunity was given to rectify himself, he did not improve. Therefore, the punishment of Compulsory Retirement commensurates with the gravity of the charges proved against him.

10. Though it is argued there was no clinching evidence against the CSE in respect of the charges on a travel through the entire evidence would demonstrate that the investigation was the off shoot of mass complaint from the customers of the Branch, the complaint is lodged both in Kannada and English Language. The identity of the complainants is not disputed; the S.B Account Number of each complainant is mentioned against the names of each complainant. In the Kannada version of the complaint they have not vented out their grievance specifically against any of the Bank Official. However, in the English version / Ex ME-1A they had reiterated the very same allegation, it was mentioned that "*Manager since to be helpless in controlling the staff members specifically Mr. Srinathan....*" That culminated in the Senior Manager submitting his report to his Regional Office and forwarding the complaint and calling for explanation from the CSE. The Investigating Officer during the course of his investigation has recorded the statements of the aggrieved customers who complained about the deficiency in service of the CSE. Though the

customers appeared before the Enquiry Officer turned hostile, they have not disputed their signatures in their statements marked in evidence; there was no documentary proof with the Bank that the customers closed their account being dissatisfied with the service offered.

11. As per the statements of the customers marked as Ex ME-3 to Ex ME-6 series the CSE uses abusive languages against the lady customers, unnecessarily delays to attend the customers etc. Though it was alleged in the complaint that the Branch insists the customers to take the LIC policy and had issued notice to the customers who had already cleared the loans that did not point towards the CSE specifically. The focus of the entire charge was on the rude behaviour of the 1st Party against the customers.

12. The 1st Party during the course of his defence submitted a letter marked as Ex DE-1 stating that to be a copy of the letter signed by the customers who had no grievance against the 1st Party workman. The Enquiry Officer called for the original letter from the Bank and found the document Ex DE-1 was not the copy of the original letter received in the Bank. While there were 103 signatories at Ex DE-1 original document / Anneuxre-3 had signatures of only 45 persons. Out of the 67 signatories at Ex DE-1, 44 signatories to the original complaint had not signed the mass letter. Thus, those 44 signatories were inferred by the Enquiry Officer that they stood by their original complaint. 80 signatories at Ex DE-1 were not the signatories to the original complaint Ex DE-1. The Enquiry Officer inferred that, the 1st Party had managed to get the copy of letter dated 27.09.2005 and got the insertions made, contacted the persons whoever he came across and made them to sign the letter and produce the document as Ex DE-1. There was ample evidence from the prosecution witnesses MW-6 to MW-9 that he was prevailing on the complainants to sign in the letter to bail him out of the Departmental Action, he had tampered the Management document. With regard to the charge of availing loan from Kalpataru Grameena Bank by his wife Smt. C.S Manjula under the name of Smt. Triveni, from the prosecution documents the Enquiry Officer noticed that on 22.04.1991 he had declared the name of his wife as Smt. Manjula in the declaration form in respect of the family details furnished by him to the Bank. The defence was, he did not know about the loan transaction of his wife with the Kalpataru Grameena Bank and did not know about her alias name Triveni; he had produced documents two Voters IDs for different period and other documents. The Enquiry Officer called for verification of the documents with the originals from the Bank and found that he had fabricated the GSLI form; it was also further noticed that he had borrowed with Kalpataru Grameena Bank in the name of Ms. Triveni and at the same period borrowed from Bank of Maharashtra Rajarajeswarinagar Branch and also with Vysya Bank Ltd RVCE Branch; it was further noticed that he managed to get 2 Voters IDs in different names, the ID card issued on 03.11.1996 confirmed the name as Manjula which was changed to Ms. G Triveni w.e.f 29.08.2005. Even before 29.08.2005 he had borrowed loan in the name of Triveni during 1988 from Kalpataru Grameena Bank and Bank of Maharashtra Rajarajeswarinagar Branch and Vysya Bank RVCE Branch. That prompted the Enquiry Officer to draw inference that he was misusing both names for his advantage. The Enquiry Officer brushed aside the defence contention that he was unaware of the fact that his wife had another name Triveni since in his own document (verified by the Enquiry Officer as Annexure-IV dated 04.12.2003) he had given the name of his wife as G. Triveni. Contrary to his earlier stand in his written brief he admitted that his wife had 2 names. That did not corroborate with the factualities since in the year 1986 itself he had given the name of his wife as Triveni though her actual name on that day was Manjula. The Enquiry Officer deprecated him for producing false and fabricated documents.

13. Since the prosecution did not bring before the enquiry which part of the Talwar Committee Report was violated the first charge was held partly proved. While appreciating the contention of the defence that refusal to issue cheque book for valid reasons cannot be treated as rude behaviour, the Enquiry Officer from the oral evidence of the parties observed that CSE could have avoided usage on intemperate language against the customer and in the absence of the specific date (in the complaint Ex ME-4) as to on which date misbehaviour had taken place and the complainant had not mentioned the numbers of his 4 SB Accounts which he was closing, the second charge was held partly proved to the extent of misbehaviour. The quality of evidence in a Departmental Enquiry need not be on the principles of proof beyond all reasonable doubt unlike Criminal Cases. The Enquiry Officer has evaluated the prosecution evidence considering the outcome of cross examination and also defence documents and answered the charges 3,4,5,7,9 and 10 as proved.

14. It is not the case of the 1st Party that anybody, either his colleagues or customers had schemed against him and had planted evidence against him. Rightly the Enquiry Officer from the evidence of MW-5 / Sh. Gangadhar who introduced many account holders to the Bank observes that there was incident of misbehaviour towards the customers introduced and also towards the sister of the witness while she was trying to encash her P.F cheque, consequent upon which the witness signed a complaint drafted by someone else and the CSE had approached him seeking his help. To tide over the crisis MW-5 gave a blank paper signed for his use. The Enquiry Officer went by the averments of the complaints given by Smt. Sanjevamma, Smt. Siddangangamma and Sh. Gangadhar, though they opted not to corroborate their complaint allegations. The Senior Manager of the Branch had confirmed that the 1st Party used to avoid even small things like issuance of cheque books, opening of S.B Accounts and used to direct the customers to the Manager or the Senior Manager and slow down his work deliberately. There was no convincing defence from the 1st Party which could effectively neutralise the incriminating evidence brought on record against him by the prosecution. Added to that on the

earlier occasions his own colleagues had complained against him to the Chief Manager. Vide their letter dated 17.09.1999 (Ex M-3) the allegation pertains to his rude behaviour against the customers, delay in handing over the cash packets to the Chief Cashier of Bangalore City. They warned that his misbehaviour is spreading among other staffs and they are also turning non-cooperative. In the light of the above I am convinced that enquiry findings flow from the discussions made by the Enquiry Officer on proper analysis of the evidence and it is not a perverse finding.

15. The Disciplinary Authority on receipt of the Enquiry Report had called for his remarks by proposing the punishment of dismissal from service with terminal benefits. The 1st Party during the personal hearing represented that, he had worked sincerely for the Bank and has not violated the Bank's rules and regulations; assuming that the charges are really true the punishment proposed is disproportionate to the alleged charges, he projected his responsibility to maintain his dependent family and about his heart alignment and requested for a lenient view.

16. The Disciplinary Authority in its final order commenced from the premise that his representation of sincere work is negated by the earlier departmental action taken against him, from the management exhibits EX M-27, 28, 30, 31 and Ex M-37 which were the minor punishments imposed on him on his earlier misconducts. Relying on the Authorities and appreciating the Enquiry findings, it was observed that subsequent to 21.03.2005 (the date on which mass complaint was received in the office) upto 21.09.2005 instead of maintaining good customer service record which he was quoting, he resorted to the method of defiant and deficient customer service which culminated in issuance of charge sheet. However, considering his representation of hardship lenient view was taken by bringing down his present basic pay of Rs. 14,330/- to 13,770/- in respect of charges one and two which were held partly proved, Major punishment of Compulsory Retirement with terminal benefits on the charge no. 3,4,5,7,9 and 10 which was held proved by the Enquiry Officer was ordered.

17. Though on principle the punishment order appears justified, in the back drop of the charges proved against the workman, in the considered opinion of this Tribunal imposing of minor punishment in reducing the basic pay was excessive. The Disciplinary Authority having considered the hardship of the 1st Party that he was a heart patient and had a school going child and a aged mother who was in a critical condition could have contained from imposing the punishment of reduction of his basic pay that would have, to certain extent enhanced the quantum of the monetary benefits / his retirement benefit. Hence, the intervention of this Tribunal in exercising of the jurisdiction under sec 11-A of 'the Act' is warranted to modify the punishment order to the extent of setting aside the punishment order whereby his basic pay was ordered to be reduced from Rs. 14,330/- to Rs. 13,770/-.

AWARD

The reference is accepted. The punishment order dated 15.09.2006 passed against the 1st Party workman Sh. C. S. Srinathan is modified.

The punishment of reduction of his basic pay of Rs. 14,330/- to Rs. 13,770/- in respect of first and second charge which were held partly proved is set aside.

The punishment of compulsory retirement with terminal benefits imposed in respect of charges 3,4,5,7,9 and 10 which are held proved shall remain intact.

The arrears of monetary benefit arising from the above modification shall be released to the workman within 2 months from the date of publication of the Award in the Official Gazette failing which the amount shall carry simple interest at the rate of 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 26th September 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण पटना (बिहार) के पंचाट (संदर्भ सं. 06 एवं 07 (सी)/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.10.2019 को प्राप्त हुआ था।

[सं. एल-39025 / 01 / 2019—आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st October, 2019

S.O. 1827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06 & 07(C) of 2015) of the Industrial Tribunal, PATNA(BIHAR) as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 01.10.2019.

[No. L-39025/01/2019-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 06 (C) of 2015

Between the management of Circle Head, Punjab National Bank, Circle Office, Chanakya Place, 'R' Block, Patna-800001 and Their workman Sri Sunny Dayal, S/o- Sri Shrawan Sao, C/o- Doman Ji, Mohanpur, Punaichak, P.O- Shree Nagar, P.S- Shastri Nagar, Dist.- Patna-800023.

I.D. Case No. 07 (C) of 2015

Between the management of Circle Head, Punjab National Bank, Circle Office, Chanakya Place, 'R' Block, Patna-800001 and Their workman Md. Zamil Ahmad, S/o- Late Abdul Gafoor, C/o- Ishar Daroga, Vill.- Nausa, P.O- Pulwari Sharif, Dist.- Patna-801505.

For the management : Sri Ranjit Kumar Karan, Officer.

Sri R.R. Jha, Senior Manager, HRD

For the Workman : Sri B. Prasad, President of Bank Employees Federation, Bihar

Present : Vishweshwar Nath Mishra, Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, dt- 11th September, 2019

1. Both the aforesaid cases have been filed u/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workmen who seek relief of reinstatement in the services w.e.f 10.02.2015 & 01.03.2015 respectively with back wages, confirmation / regularization in the services of the bank as a part time sweeper under 1/3rd scale wages of a subordinate staff, and for payment of cost of Rs. 10000/- for contesting the dispute.
2. Matter was raised by the workmen before the Assistant Labour Commissioner (Central), Patna (for short A.L.C (C) Patna) on 17.02.2015 and 20.02.2015 respectively who issued notice dt- 20.02..2015 and 24.02.2015 to the parties vide file no.- 1/15/2015/ALC -I and another file no.- 1/20/2015/ALC-1.
3. As a period of more than 45 days elapsed with no sign of any settlement, the workman preferred an application before this tribunal as per the provisions of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.
4. Both parties appeared in both cases before this tribunal and management filed written statement.
5. A petition has been filed on behalf of the workman on 27.05.2019 praying therein to withdraw the instant I.D.Case in view of the judgement of the Hon'ble Patna High Court.
6. In the instant case a petition has been filed on behalf of the workman on 27.05.2019 stating therein that in view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable and hence the same should be permitted to withdraw in the interest of justice.
7. Heard both the parties.

8. Accordingly, In view of the petition dt-27.05.2019 filed by the workman, the instant I.D.Case is hereby dispossessed of as withdrawn and also being not maintainable in view of the aforesaid judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

11.09.2019

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1828.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डियन ओवरसीज बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना (बिहार) के पंचाट (संदर्भ सं. 04 (सी) / 2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.10.2019 को प्राप्त हुआ था।

[सं. एल-39025 / 01 / 2019—आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st October, 2019

S.O. 1828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04(C) of 2017) of the Industrial Tribunal, PATNA (BIHAR) as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 01.10.2019.

[No. L-39025/01/2019-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 04 (C) of 2017

Between the management of (1) General Manager, Indian Overseas Bank, Personnel Administration Deptt. Central Office, 763, Annasalai, Chennai-600002. (2) Senior Regional Manager, Indian Overseas Bank, Regional Office, West Gandhi Maidan, Patna-800001 and their workman Sri Ram Kumar, S/O- Chutur Prasad, Madan Lal Jain Gali, Chandmari, Road, Kankarbagh, Patna-800020.

For the management : Sri Neeraj Kumar, Assistant Manager, Regional Office, Lucknow

For the workman : Sri B. Prasad, President, President, Bank Employees Federation, Bihar

Present : Vishweshwar Nath Mishra Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna,dt- 11th September, 2019

1. The present case has been filed u/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement in the services of the bank w.e.f 23.08.2016 with full back wages, regularization of his services as a peon, payment of due wages for the period of working, and payment of a sum of Rs. 10000/- to the workman for contesting the dispute..

2. Matter was raised by the workman before the Regional Labour Commissioner (Central), Ministry of Labour, Maurya Lok Complex, 2nd Floor, Block 'A' Dak Bungalow Road, Patna-1 vide application dated- 30.09.2016 which was received by the office on 30.09.2016 (for short R.L.C (C), who issued notice vide File No.-2/74/2016/RLC dated-17 / 18th October, 2016 to the concerned parties.

3. The Regional Labour Commissioner (C) Patna held conciliation proceedings and tried his level best to settle the dispute but due to the non-conciliatory attitude of the management, the conciliation proceedings ended in failure.

4. After filing the dispute, a period of 45 days elapsed and accordingly, as per the provisions of Section 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010, an application is being filed before this Tribunal.

5. Both parties appeared before this tribunal and management also filed written statement.

6. In the instant case a petition has been filed on behalf of the management on 06.03.2018 stating therein that in view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable and hence the same should be rejected.

7. A petition has also been filed on behalf of the workman on 09.04.2019 praying therein to withdraw the instant I.D. Case in view of the judgement of the Hon'ble Patna High Court and the workman himself wants to withdraw the I.D. Case.

8. Heard both the parties.

9. Accordingly, In view of the petition dt-09.04.2019 filed by the workman, the instant I.D. Case is hereby dispossessed of as withdrawn and also being not maintainable in view of the aforesaid judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

11.09.2019

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2019

का.आ. 1829.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना (बिहार) के पंचाट (संदर्भ सं. 13 (सी) / 2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.10.2019 को प्राप्त हुआ था।

[सं. एल-39025 / 01 / 2019-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 1st October, 2019

S.O. 1829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13(C) of 2015) of the Industrial Tribunal, PATNA (BIHAR) as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen, received by the Central Government on 01.10.2019.

[No. L-39025/01/2019-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No.: 13 (C) of 2015

Between The General Manager, (Human Resources Management) UCO Bank, Head Office, 10, Brabourne Road, Kolkata-700001 (2) The Zonal Manager, UCO Bank, Zonal Office, Maurya Lok Complex, Block 'A', 4th Floor, Patna-800001 and their workman Sri Sanjay Kumar S/o- Balgovind Rout, At & P.O- Kalyanpur, P.S- Bariarpur, Dist.- Munger.

For the management : Sri Ashwani Kumar Sinha, Advocate.

For the workman : Sri B. Prasad, State Secretary, UCO Bank Employees Association

Present : Vishweshwar Nath Mishra Presiding Officer, Industrial Tribunal, Patna

AWARD**Patna, dt- 31st May, 2018**

1. The present case has been filed u/s- 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of over wrongful termination and denial of regularisation in the serves of the Bank.

2. Matter was raised by the workman before the Labour Commissioner (Central), Pakur, Jharkhand (for short L.C (C), who issued notice vide letter no.- 5 /51 /2015 / ALC-PKR dt- 1st July, .2015.

3. Both parties appeared before this tribunal and filed their statement of claim & additional statement of claim and written statement.

4. The workman has stated that the management terminated the services of the workman w.e.f. 14.07.4015 in violation of the provisions of section 33 of the Industrial Dispute Act and information of termination of services of the workman was given to the conciliation officer. As a period of more than 45 days elapsed with no sign of any settlement, the workman preferred an application before this tribunal as per the provision of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.

5. M.W-1 Smt. Poonam Kumari, on behalf of the management has been examined, cross- examined and discharged.

6. In the instant case a petition has been filed on behalf of the management on 05.02.2018 stating therein that in view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2013 the present I.D. Case is not maintainable and hence the same should be rejected.

On the other hand a petition has been filed on behalf of the workman on 18.04.2018 praying therein to withdraw the instant I.D.Case.

Heard of both the parties. As the petitioner / workman himself wants to withdraw I.D. Case, hence his prayer is hereby allowed and the I.D. Case is accordingly disposed off as withdrawn.

Hence in this I. D. Case at present “ No Dispute Award” is being passed technically but not on merit in view of the consent of both the parties as well as in view the recent judgement of the Hon'ble Patna High Court as aforesaid. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

31.05.2018

VISHWESHWAR NATH MISHRA, Presiding Officer